NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 20TH, 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 – 10)

5. Discuss, consider and take appropriate action on approving property tax collections for the month of September 2015 for the Williamson County Tax Assessor/Collector.

6. Discuss and consider confirming the appointment of Gerald Pate as a Pct. 3 Deputy Constable.

7. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer, including (1) Motorola Mobile Dash Mount, (1) Motorola Portable Radio, (complete list attached) pursuant to Tex. Local Gov't Code §263.152.

8. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction, including (1) Desk, (1) Side Table, (1) Pallet of Misc. Brass Pipe & Fittings, (1) Chair Protector Floor Mat, (1) BC Personal UPS Power Source, (complete list attached) pursuant to Tex. Local Gov't Code §263.152.

9. Discuss, consider and take appropriate action authorizing the disposal of (1) 2012 Continental Work'n'tow through transfer, (list attached) pursuant to Texas Local Gov't Code §263.152.

10. Discuss, consider and take appropriate action on authorizing the disposal of (1) 2014 Chevrolet Tahoe through Insurance purchase, (list attached) pursuant to Tex. Local Gov't Code §263.152.

REGULAR AGENDA

11. Acknowledge and enter into the official minutes of the Commissioners Court that Williamson County Justice of the Peace Pct. #3 is the recipient of the 2015 CITOC Innovation in Business Process Award

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

13. Discuss, consider and take appropriate action regarding Change Order No. 1 in the amount of $29,428.53 for County Road 245, a Road Bond Project in Commissioner Pct. 3.

14. Discuss, consider and take appropriate action regarding Change Order No. 7 in the amount of -$94,758.39 for RM 620 Safety improvements, a Road Bond Project in Commissioner Pct. 1.

15. Receive and acknowledge the October 2015 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

16. Discuss, consider and take appropriate action on an amendment #1 to the CR 101 contract between Williamson County and Brown & Gay Engineers, Inc. relating to the 2013 Road Bond Program.

17. Discuss and take appropriate action on a Real Estate Contract with Linda Bushong n/k/a Linda G. Reed and John F. Reed for ROW needed on CR 110 South. (PARCELS 11 & 12)

18. Discuss and take appropriate action on a Real Estate Contract with Nancy and Thomas Arredondo for ROW needed on CR 110 South. (PARCEL 18)

19. Discuss and consider a request from the Williamson County District Attorney's Office to contract with a criminal investigator to assist with reviewing and identifying cases that may have been impacted by certain discrepancies in the FBI database that was published between 1999 and 2001 and by DNA mixture interpretation protocols between 1999 and 2015; and take any appropriate action on said request.

20. Discuss, consider and take any appropriate action regarding approval and receipt of Agreements regarding off-duty contracting of County Sheriff Deputies with:

A. City National Bank of Taylor, Texas (Security Detail for ATM refills in Eastern Williamson County)
B. Austin White Lime Company (Security on plant property, McNeil Road, Round Rock)
C. Twentieth Century Fox TV (Various locations in Williamson County)
D. N-Line Traffic Maintenance (Various locations in Williamson County)
E. Sundance Ranch Property Owners Assn. (Liberty Hill subdivision)

21. Discuss, consider and take appropriate action on resolution regarding Williamson County Veterans Treatment Court.

22. Discuss, consider, and take appropriate action to acknowledge Williamson County's achievement as mentioned and recognized by USFWS in regards to the Georgetown salamander.

23. Discuss and take appropriate action on the approval of a change to one Vote Center polling location to be used for the Constitutional Amendment Election to be held November 3, 2015.

24. Discuss, consider, and take appropriate action regarding the updated list of election Judges and Alternate Judges to serve for a one year term beginning September 1, 2015 and ending August 31, 2016.

25. Discuss, consider, and take appropriate action on Trail and Access Use Agreement with Trails at Shady Oak Residential Community, Inc.

26. Discuss, consider, and take action on the approval of the Interlocal Agreement between the Capital Area Council of Governments (CAPCOG) and Williamson County on the access and use of the Regional Notification System (RNS).

27. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Fog Seal Cul-De-Sac for Williamson County Road and Bridge, Bid# 1509-013.

28. Discuss, consider and take appropriate action regarding extending Williamson County Proposal #15RFP103 Janitorial Services with Members Building Maintenance, LLC for the contract period beginning October 1, 2015 through September 30,2016 for the same pricing, terms, and conditions as the existing contract.

29. Discuss, consider, and take appropriate action on approving Consultant Services agreement between Eichman Software Consultants (ESC) and Williamson County.

30. Discuss, consider, and take appropriate action on approval of purchase and Maintenance of TEAMMATE Analytics Software from Wolters Kluwer Financial Services, Inc.

31. Discuss, consider, and take appropriate action on rejecting bids received for IFB#1507-004, Round Rock Building A and B Parking Lot Fog Seal, and authorizing Purchasing Agent to re-advertise and receive bids for same under new IFB#1509-016.

32. Discuss, consider, and take any appropriate action regarding Services Contract with ACM Services, LLC for the electrical work on the Sheriff's Office Crime Lab Remodel, a project funded in 0100-0509-004509.

33. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for IFB#1510-018 Fuel for Williamson County .

34. Discuss, consider and take appropriate action on declaring an emergency and approving a budget amendment to acknowledge additional expenditures for Fleet Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0882-0882-001100	Fleet/Salaries	$10,674.92
	0882-0882-002010	Fleet/FICA	$816.63
	0882-0882-002020	Fleet/Retirement	$1,367.46

35. Discuss, consider and take appropriate action on declaring an emergency and approving a budget amendment to acknowledge additional revenue for the Radio Communications Systems Department.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507-0000-380100	RCS/Trsfr to Gen Fund	$1,450.92

36. Discuss, consider and take appropriate action on a line item transfer for the Radio Communications System Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$1,450.92
To	0100-0583-000507	Emerg Svcs/Trsfr to RCS	$1,450.92

37. Discuss, consider and take appropriate action on declaring an emergency and approving a budget amendment to acknowledge additional expenditures for various departments.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0367-0367-001101	JP#3 Truancy/PT Salary	$1,026.64
	0367-0367-002010	JP#3 Truancy/FICA	$78.54
	0367-0367-002020	JP#3 Truancy/Retirement	$131.51
	0368-0368-001101	JP#2 Truancy/PT Salary	$312.00
	0368-0368-002010	JP#2 Truancy/FICA	$23.87
	0368-0368-002020	JP#2 Truancy/Retirement	$39.97
	0373-0373-001102	JP#1 Truancy/PT Salary	$166.40
	0373-0373-002010	JP#1 Truancy/FICA	$12.73
	0373-0373-002020	JP#1 Truancy/Retirement	$21.32
	0507-0507-001100	RCS/Salary	$1,204.48
	0507-0507-002010	RCS/FICA	$92.14
	0507-0507-002020	RCS/Retirement	$154.29

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)."

38. 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.

39. 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.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
a) Discuss proposed acquisition of property for right-of-way for SH 195
b) Discuss proposed acquisition of property for proposed SH 29 project.
c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
d) Discuss possible acquisition of property with endangered species for mitigation purposes.
e) Discuss the acquisition of real property: Sneed Loop
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 119
h) Discuss the acquisition of real property: Tradesman Park.
i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
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: Arterial H.
m) Discuss the acquisition of real property for County Facilities.
n) Discuss the acquisition of real property for the Williamson County Expo Center.
o) Discuss the acquisition of Easement interests on CR 240.
p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
q) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.

B. Property or Real Estate owned by Williamson County

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the 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
e) Discuss real estate at 355 Texas Ave.
f) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
g) Discuss the proposed sale of portion of county property by Jester Annex
h) Discuss the proposed sale of excess right-of-way on Hwy 79 abutting 79 Business Park
i) Discuss abandoning row on CR 359

40. 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) 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
d) Employee/personnel related matters
e) 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.
f) 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
g) 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

h) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
i) County Road 241 utility and Right-of-Way Issues and matters;
j) 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
k) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
l) 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
m) Notice of Claim - In Re Jessica Palmer
n) Floodplain Regulation Issue
o) Carolyn Barnes v. Austin American Statesman, et al; Cause # D-1-GN-15-002626, in the 353rd Judicial District Court of Travis County, Texas
p) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
q) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
r) Notice of Claim – In Re Ray Steven Rose
s) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
t) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
u) Claim for overpayment – Timothy Wright

41. 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).

REGULAR AGENDA (continued)

42. Discuss and take appropriate action regarding economic development.

43. Discuss and take appropriate action on real estate.

44. 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) 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
d) Employee/personnel related matters
e) 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.
f) 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
g) 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
h) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
i) County Road 241 utility and Right-of-Way Issues and matters;
j) 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
k) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
l) 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
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p) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
q) Civil Action No. 1:15-cv-00679-RP, OCA-Great Houston and Mallika Das v. State of Texas, Et Al., In the United States District Court for the Western District
r) Notice of Claim – In Re Ray Steven Rose
s) Discuss, consider and take appropriate action regarding possible appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and approval of payment of disputed employment taxes pending appeal
t) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
u) Claim for overpayment – Timothy Wright

45. 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.

46. 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: 10/20/2015

Property Tax Collections – September 2015

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of September 2015 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

090115-093015 GWI-RFM

090115-093015 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Sandra Surratt		Started On: 10/15/2015 09:45 AM
Final Approval Date: 10/15/2015		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
September 30, 2015

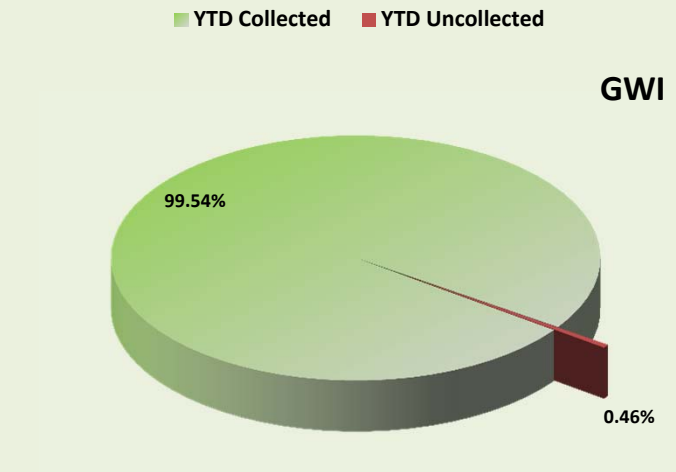
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2014	$184,339,193.20	$170,546.86	$184,509,740.06	$81,154.71	$20,656.40	$244.60	$857,398.93	$183,652,341.13	99.54%	99.79%	100.92%
2013 & Prior	$1,929,389.40	($304,911.49)	$1,624,477.91	$18,822.40	$10,730.43	$2,576.36	$1,356,049.54	$268,428.37	16.52%	28.31%	
Rollbacks	$360,185.68	$1,732,970.06	$2,093,155.74	$115,434.40	$0.00	$0.00	$467,800.60	$1,625,355.14	77.65%	77.79%	
Total All	$186,628,768.28	$1,598,605.43	$188,227,373.71	$215,411.51	$31,386.83	$2,820.96	$2,681,249.07	$185,546,124.64	98.58%	98.93%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2014	$16,330,385.23	$22,026.59	$16,352,411.82	$7,601.23	$1,841.40	$21.86	$75,594.74	$16,276,817.08	99.54%	99.79%	100.79%
2013 & Prior	$158,134.05	($21,167.56)	$136,966.49	$1,591.03	$827.88	$175.07	$110,152.77	$26,813.72	19.58%	31.38%	
Rollbacks	$26,295.95	$130,106.77	$156,402.72	$8,836.85	$0.00	$0.00	$36,714.70	$119,688.02	76.53%	76.66%	
Total All	$16,514,815.23	$130,965.80	$16,645,781.03	$18,029.11	$2,669.28	$196.93	$222,462.21	$16,423,318.82	98.66%	99.01%	

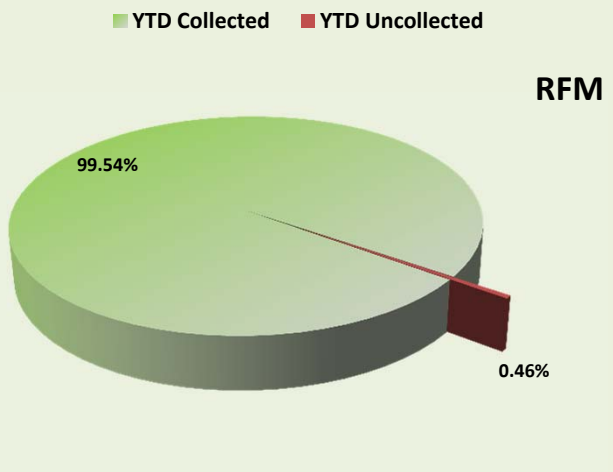
2014 COMBINED MONTHLY BREAKDOWN

Oct-14	$203,143,583.51	$688,629.22	$203,832,212.73	$7,179,943.82	$23,071.36	($11.17)	$196,652,280.08	$7,179,932.65
Nov-14	$203,832,212.73	$17,342.69	$203,849,555.42	$7,348,131.26	$16,737.18	$1,903.23	$189,319,588.28	$14,529,967.14
Dec-14	$203,849,555.42	$458,032.81	$204,307,588.23	$107,589,850.03	$16,423.34	($370.70)	$82,188,141.76	$122,119,446.47
Jan-15	$204,307,588.23	$95,650.73	$204,403,238.96	$70,721,113.59	$20,137.26	$508.40	$11,562,170.50	$192,841,068.46
Feb-15	$204,403,238.96	($450,037.14)	$203,953,201.82	$3,315,207.92	$192,002.94	($82,982.56)	$7,879,908.00	$196,073,293.82
Mar-15	$203,953,201.82	($27,788.26)	$203,925,413.56	$2,005,589.23	$94,830.17	$44,378.51	$5,802,152.00	$198,123,261.56
Apr-15	$203,925,413.56	$66,978.10	$203,992,391.66	$699,860.30	$73,937.07	$9,251.19	$5,160,018.61	$198,832,373.05
May-15	$203,992,391.66	$366,407.12	$204,358,798.78	$1,219,623.11	$74,577.96	$2,221.79	$4,304,580.83	$200,054,217.95
Jun-15	$204,358,798.78	$116,213.31	$204,475,012.09	$443,843.49	$76,159.15	($182.21)	$3,977,132.86	$200,497,879.23
Jul-15	$204,475,012.09	$41,520.82	$204,516,532.91	$843,449.59	$47,413.59	$3,830.76	$3,171,373.33	$201,345,159.58
Aug-15	$204,516,532.91	$157,488.87	$204,674,021.78	$387,823.08	$48,463.64	$2.29	$2,941,036.83	$201,732,984.95
Sep-15	$204,674,021.78	$199,132.96	$204,873,154.74	$233,440.62	$34,056.11	$3,017.89	$2,903,711.28	$201,969,443.46

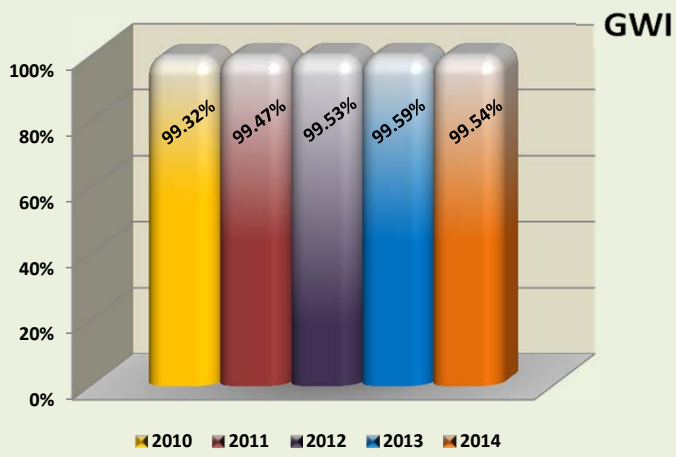
Year to Date Collection Report
October 1, 2014 - September 30, 2015



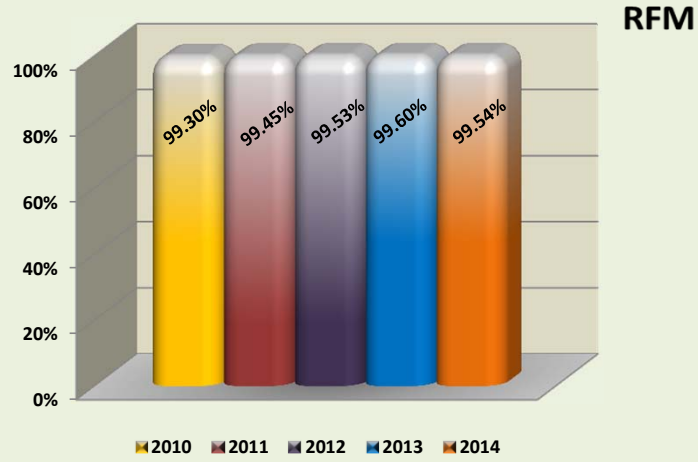
Year to Date Collection Report
October 1, 2014 - September 30, 2015



Percent of Roll Collected Comparison
September 2011-2015



Percent of Roll Collected Comparison
September 2011-2015



Commissioners Court - Regular Session **6.**

Meeting Date: 10/20/2015

Deputy Constable Appointment

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss and consider confirming the appointment of Gerald Pate as a Pct. 3 Deputy Constable.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Pate Appointment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 08:42 AM
Form Started By: Theresa Lock		Started On: 10/14/2015 03:27 PM
Final Approval Date: 10/15/2015		

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

MEMORANDUM

TO: Williamson County Judge Dan Gattis
Williamson County Commissioner Precinct 1, Lisa Birkman
Williamson County Commissioner Precinct 2, Cynthia Long
Williamson County Commissioner Precinct 3, Valerie Covey
Williamson County Commissioner Precinct 4, Ron Morrison

FROM: Kevin Stofle, Constable Precinct 3

DATE: October 14, 2015

SUBJECT: Confirmation of Appointment of Deputy Constable

I have selected Gerald Pate to serve as Deputy Constable for the Precinct 3 Constable's Office. This is an open, previously budgeted position. Mr. Pate will be sworn into duty on October 21, 2015 and begin his service immediately.

Mr. Pate served as a Peace Officer with the Georgetown Police Department for 30 years (including over 25 years as a supervisor) from which he honorably retired at the rank of Lieutenant in charge of the Criminal Investigations Division. He holds a Texas Master Peace Officer Certification and received the Meritorious Conduct award, Life Saving award, and the Distinguished Service award.

Having successfully completed an extensive interview and background investigation during the selection process, I have full faith and confidence in his ability to perform any and all acts pertaining to the office of Constable.

I hereby request that the matter of his appointment as Deputy Constable for the Precinct 3 Constable's Office be placed on the October 20, 2015 agenda of the Williamson County, Texas Commissioner's Court for ratification.

Respectfully,

Kevin Stofle

Kevin Stofle
Constable Precinct 3
Williamson County, Texas

Commissioners Court - Regular Session **7.**

Meeting Date: 10/20/2015

Asset Inter-Departmental 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 various county assets through inter-departmental transfer, including (1) Motorola Mobile Dash Mount, (1) Motorola Portable Radio, (complete list attached) pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/14/2015 01:38 PM
County Judge Exec Asst.	Wendy Coco	10/14/2015 02:18 PM
Form Started By: Stacy Partridge		Started On: 10/14/2015 01:28 PM
Final Approval Date: 10/14/2015		

FrmAudASCF01 revision 8/24/09

Print Form

Williamson County
Asset Status Change Form

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

(•) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

( ) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	XTL2500 MOTOROLA MOBILE dash Mount	514CGF0047/Radio ID 30777	NA	Working
			NA	Working
			NA	Working
			NA	Working
			NA	Working

Parties involved:

FROM (Transferor Department): Williamson County Road & Bridge

Transferor - Elected Official/Department Head/ Authorized Staff:

Terron Everston
Print Name

X
Signature

Date

Contact Person:

Terron Everston
Print Name

+1 (512) 943-3849
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Williamson County Fleet Services

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

Randy Rodgers
Print Name

Signature

Date

Contact Person:

Randy Rodgers
Print Name

+1 (512) 943-3368
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 8/24/09

Print Form

Williamson County
Asset Status Change Form

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

(•) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

( ) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	XTS5000 Motorola PORTABLE Radio Modle#H18UCF9PW6AN	721CGF1927	NA	Working
			NA	Working
			NA	Working
			NA	Working
			NA	Working

Parties involved:

FROM (Transferor Department): Williamson County Wireless Communications

Transferor - Elected Official/Department Head/ Authorized Staff:

Catherine L. Roberts
Print Name

Catherine L. Roberts 9/21/15
Signature Date

Contact Person:

Catherine L. Roberts
Print Name

+1 (512) 943-3575
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Williamson County Fleet Services

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

Randy Rodgers
Print Name

9-23-15
Signature Date

Contact Person:

Randy Rodgers
Print Name

+1 (512) 943-3368
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 _____

Commissioners Court - Regular Session **8.**

Meeting Date: 10/20/2015

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) Desk, (1) Side Table, (1) Pallet of Misc. Brass Pipe & Fittings, (1) Chair Protector Floor Mat, (1) BC Personal UPS Power Source, (complete list attached) pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/15/2015 10:22 AM
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Stacy Partridge		Started On: 10/14/2015 01:37 PM
Final Approval Date: 10/15/2015		

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	desk			Working
1	side table			Working

Parties involved:

FROM (Transferor Department): Elections

Transferor - Elected Official/Department Head/ Authorized Staff:

Chris Davis
Print Name

Signature Date

Contact Person:

Kay Eastes
Print Name

+1 (512) 943-1632
Phone Number

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

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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:

Tony Hill
Print Name

+1 (512) 943-3314
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	Pallet of Misc brass pipe and fittings.			

Parties involved:

FROM (Transferor Department): Facilities

Transferor - Elected Official/Department Head/ Authorized Staff:

Gary Wilson
Print Name

Signature — October 1, 2015 Date

Contact Person:

Gary Wilson
Print Name

+1 (512) 943-1636
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

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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
- ○ 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	Chair protector floor mat			
1	BC personal UPS power source			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) 943-1623
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:

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OCT - 7 2015
AUDITOR'S OFFICE
WILLIAMSON COUNTY, 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 _____

Commissioners Court - Regular Session **9.**

Meeting Date: 10/20/2015

Vehicle Transfer

Submitted By: Stacy Partridge, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action authorizing the disposal of (1) 2012 Continental Work'n'tow through transfer, (list attached) pursuant to Texas Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Transfer

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/15/2015 10:23 AM
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Stacy Partridge		Started On: 10/14/2015 02:30 PM
Final Approval Date: 10/15/2015		

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

5NHUWT729CY014782	0581 911	9F1202
Vehicle Identification Number	Department	Door Number

9048263	2012	Continental	Work n tow	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

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

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WILLIAMSON COUNTY, TEXAS

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain Transfer to Hazmat

3) Elected Official/Department Head/Authorized Staff

Print Name Michael Wright Signature Michael L Wright Date Aug 21, 2015

To be completed by **Fleet Services Manager:**

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

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

Comments: _____

Receiving Department: HAZMAT 542

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

Print Name: Marty Herrin

Signature and Date: Marty Herrin 9/01/2015

Print Name R Rodgers Signature _____ Date 9/3/15

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for ~~retirement.~~ transfer

HR Release Authorization: Sara Rayner

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature: Ashia Koenig

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session **10.**

Meeting Date: 10/20/2015

Vehicle Insurance Purchase

Submitted By: Stacy Partridge, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of (1) 2014 Chevrolet Tahoe through Insurance purchase, (list attached) pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle Insurance Purchase

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/15/2015 10:23 AM
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Stacy Partridge		Started On: 10/14/2015 02:37 PM
Final Approval Date: 10/15/2015		

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1GNLC2E08ER208520	554	4B1410
Vehicle Identification Number	Department	Door Number

1171354	2014	CHEVROLET	TAHOE	BLUE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☒ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

16 SEP 19 2:54

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☐ Other: Explain _____

3) Elected Official/Department Head/Authorized Staff

Print Name MARK BIRCHARD Signature _____ Date 09/09/2015

To be completed by **Fleet Services Manager:**

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

○ SALE at the earliest auction

○ SALVAGE for parts

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

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

○ TRANSFER between county departments

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WILLIAMSON COUNTY, TEXAS

☒ Other ~~Selling~~ Insurance company purchased

Print Name R Rodgers Signature _____ Date 9-11-15

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: Dara Rayne

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature: _____

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session **11.**

Meeting Date: 10/20/2015

Recognition of JP 3 award, National CITOG Award

Submitted By: Bill Gravell, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Acknowledge and enter into the official minutes of the Commissioners Court that Williamson County Justice of the Peace Pct. #3 is the recipient of the 2015 CITOC Innovation in Business Process Award

Background

Williamson County Justice of The Peace #3 Receives 2015 CITOC Innovation in Business Process Award

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CITOG Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/02/2015 10:44 AM
J.P. Pct. #3 (Originator)	Melissa Goins	10/02/2015 03:14 PM
Form Started By: Bill Gravell		Started On: 10/02/2015 07:51 AM
Final Approval Date: 10/02/2015		

NEWS RELEASE **FOR IMMEDIATE RELEASE**

Contact: Alvina Galvan
(512) 943-1507 (office)

Williamson County JP 3 Receives 2015 CITOC Innovation in Business Process Award

The Court Information Technology Officers Consortium (CITOC), with support from the National Association for Court Management (NACM), and the Conference of State Court Administrators (COSCA) announced Williamson County Justice of the Peace Precinct 3 as the recipient of the 2015 CITOC Innovation in Business Process Award at its annual meeting in Minneapolis, Minnesota on September 21, 2015. Their project submittal "Technology in the Court Sector" summarized the implementation of a paperless court with use of technology in everyday business processes and in the courtroom.

Technology has made it possible to transition the office from a dominantly paper-driven office to an office with electronic-driven processes. Business processes have been developed that reduce the time required to complete tasks, reduce operating costs and increase the level of service to the public and other agencies. Courtroom processes have been streamlined to be more efficient and case information is readily available electronically to court personnel, other departments and the public. Electronically stored files have eliminated the need for storage space and therefore, have created additional office space.

"We are very pleased to be recognized as the 2015 CITOC Innovation in Business Process Award recipient. Our office strives to provide exceptional service and value to the public, and winning this award exemplifies our commitment," said Judge Bill Gravell.

The Williamson County Justice of the Peace Precinct 3 office takes pride in providing this innovative technology which enables the court to deliver better, more personalized service to the community.

Past Award Winners:

- 2014-Brett Howard, Superior Court of California, Orange County
- 2014-Jeffrey Marecic, North Carolina Administrative Office of the Courts
- 2013-Jack McCarthy, III, New Jersey Administrative Office of the Courts
- 2013-Sacramento Superior Court
- 2012-Barbara Holmes, Administrative Office of Pennsylvania Court

Commissioners Court - Regular Session **12.**

Meeting Date: 10/20/2015

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	09/24/2015 10:34 AM
Form Started By: Lydia Linden		Started On: 09/22/2015 02:49 PM
Final Approval Date: 09/24/2015		

Commissioners Court - Regular Session **13.**

Meeting Date: 10/20/2015

15IFB102 CR 245 Change Order No. 1

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. 1 in the amount of $29,428.53 for County Road 245, a Road Bond Project in Commissioner Pct. 3.

Background

This Change Order adds a new Contract item to compensate the Contractor for installing a Pressure Reducing Valve (PRV) on the proposed 6 inch waterline as required by the City of Georgetown. This Change Order also includes the reduction in total length of 6 inch waterline to be relocated. The existing 6 inch waterline was in a different location than what was shown on the plans. Moving the waterline tie-in to this new location shortened the overall length of the new waterline to be installed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

15IFB102 CR 245 CO No 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Dawn Haggard		Started On: 10/14/2015 11:50 AM
Final Approval Date: 10/15/2015		

RECEIVED
OCT 08 2015
BY: PSC

Received
OCT 13 2015
HNTB Corporation
Round Rock

Received
OCT 08 2015
HNTB Corporation
Round Rock

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Kwest Group**

2. Change Order Work Limits: Sta. **1+00** to Sta. **12+96**

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

4. Reasons: **4B, 2E** (3 Max. - In order of importance - Primary first)

Project:	~~15IFB102~~
Roadway:	***CR 245***
Purchase Order Number:	

5. Describe the work being revised:

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new Contract item to compensate the Contractor for installing a Pressure Reducing Valve (PRV) on the proposed 6 inch waterline, as required by the City of Georgetown.
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). The existing waterline was in a different location than shown on the plans, which allowed the Contractor to tie into the existing system at the new location, reducing the contract quantity of new waterline required to be installed.

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

7. New or revised plan sheet(s) are attached and numbered: **PP-04 and PVD Detail Sheet**

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

9. New Special Provisions to Item N/A No. N/A, Special Specification Item 511S 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 10/7/15

By

Typed/Printed Name DONALD CLARK

Typed/Printed Title PROJECT MANAGER

The following information must be provided

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

Amount added by this change order: **$29,428.53**

RECOMMENDED FOR EXECUTION:

Project Manager 10/8/15 Date

N/A
Design Engineer Date

Program Manager 10/9/2015 Date

Design Engineer's Seal:

See Attached Plan Sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # 15IFB102***

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
510-AW6"	C900, DR-14 PVC WATER PIPE, 6" DIAMETER	LF	$39.60	1,197.00	$47,401.20	(273.00)	924.00	$36,590.40	($10,810.80)
511S-WC01	INSTALL PRV/VAULT ON 6" WATERLINE	LS	$40,239.33	0.00	$0.00	1.00	1.00	$40,239.33	$40,239.33
TOTALS					$47,401.20			$76,829.73	$29,428.53

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

CR 245
Williamson County Project No. 15IFB102

Change Order No. 1

Reason for Change

This Change Order adds a new Contract item to compensate the Contractor for installing a Pressure Reducing Valve (PRV) on the proposed 6 inch waterline. The City of Georgetown required that a PRV be installed on their proposed 6 inch waterline prior to the beginning of project construction.

This Change Order also includes the reduction in total length of 6 inch waterline to be relocated. The existing 6 inch waterline was in a different location than what was shown on the plans. Moving the waterline tie-in to this new location shortened the overall length of the new waterline to be installed.

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

ITEM	DESCRIPTION	QTY	UNIT
511S-WC01	INSTALL PRV/VAULT ON 6” WATERLINE	1.0	LS

This Change Order results in a net increase of $29,428.53 to the Contract amount, for an adjusted Contract total of $619,257.64. The original Contract amount was $589,829.11. As a result of this and all Change Orders to-date, $29,428.53 has been added to the Contract, resulting in a 5.0% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Dawn Haggard

From: Don Clark <DonClark@kwestgroup.com>
Sent: Wednesday, June 03, 2015 2:55 PM
To: Ryan Rivera
Cc: Dawn Haggard; 62811_15IFB102_CR245; Rob Schackart
Subject: 15IFB102: Change Order #1 Clarification

Ryan,

Good Afternoon! For Change Order #1 PRV Change Request, Kwest Group, LLC clarifies that the submitted pricing of $40,239.33 includes Equipment, Materials, Labor, and a 10% Markup for completion of this work. If you have any additional questions, or need any additional information, please let me know.

Thank You,

Don Clark
Project Manager

KWEST GROUP
Site Construction and Marine Services

Cell: (214) 771-6205
Email: donclark@kwestgroup.com
Website: www.kwestgroup.com

20 Noble Court
Heath, Texas 75032
Office Phone: (972)-722-3874
Office Fax: (972)-722-3875

8305 Fremont Pike
Perrysburg, OH 43551
Phone: 419 874 4284
Fax: 419 874 4306

7680 Fishel Drive N
Dublin, OH 43016
Office: 614 734 4664

960 Plasterbed Road
Port Clinton, Ohio 43452
Office: (419) 734-5533

KWEST GROUP

Civil Construction and Environmental Services

Attn: Ryan Rivera
HNTB
14 Galloping Road
Round Rock, TX 78681

May 15, 2015

Via email: rrivera@HNTB.com

RE: 15IFB102 CR 245 – PRV Change Request

Mr. Rivera:

We appreciate the opportunity to provide pricing on this project. Per the email received on May 8th, we offer the following price of $40,239.33 to perform the work.

The following has been included in our work:

1. All materials, equipment, and labor to excavate, furnish, and install a 6" PRV valve and vault, as per the Specifications and Drawing received via email on May 8, 2015.
2. There is a 4 week lead time on the concrete vault, therefore, a deviation from the original project phasing will be necessary.
3. Our pricing includes having a rock saw excavate for the vault during installation of the 6" waterline to reduce the cost of a 2nd mobilization. In order to maintain a safe site, our pricing includes pushing the spoils into the open excavation, and removing them when the vault arrives on site.

Thank you for providing us this opportunity. We look forward to performing this work. Please let us know when the work is approved, so we may order the materials.

If we can provide any additional information, please feel free to contact the undersigned mobile phone at (214) 771 6205

Sincerely,

Don Clark – Project Manager

cc: R. Schackart – Kwest Group
D. Stanton – Kwest Group
515205 – project file

Regional Office
5650 Blazer Parkway, Suite 179
Dublin, Ohio 43017
p: 614.734.4664
f: 614.734.1734

Main Office
8305 Fremont Pike
Perrysburg, Ohio 43551
p: 419.874.4284
f: 419.847.4306

Regional Office
20 Noble Court, Suite 145
Heath, TX 75032
p: 972.722.3874
f: 972.722.3875

An Equal Opportunity Employer

FERGUSON Waterworks a WOLSELEY company

FERGUSON ENTERPRISES, INC.
FERGUSON WATERWORKS #1254
200 PARK CENTRAL BLVD
GEORGETOWN, TX 78626

Deliver To: valery.graham@ferguson.com
From: Valery Graham
Comments:

17:35:27 MAY 13 2015

FEI - HOUSTON WATERWORKS #1105
Price Quotation
Phone : 512-930-2262
Fax : 512-930-2388

Bid No.....: B281179
Bid Date....: 05/11/15
Quoted By.: VLG

Cust 419-874-4284
Terms.....: NET 10TH PROX

Customer: KWEST GROUP LLC
CR245 REALIGNMENT
8305 FREMONT PIKE
PERRYSBURG, OH 43551

Ship To: KWEST GROUP LLC
CR245 REALIGNMENT
8305 FREMONT PIKE
PERRYSBURG, OH 43551

Cust PO#...: NEW PRV 6" W/ 2"BYPS

Job Name: CR245 REALIGNMENT

Item	Description	Quantity	Net Price	UM	Total
PT-DISCAUS3	DISCLAIMER	1		EA	
	**********				
	WE HAVE ISSUED PRICES IN				
	EFFECT AT TIME OF BID.				
	PRICES LISTED WITHIN THIS				
	QUOTE ARE SUBJECT TO				
	CHANGE WITHOUT NOTICE.				
	THIS QUOTE IS BASED ON OUR				
	INTERPRETATION OF THE				
	PLANS FURNISHED.				
	PT-DISCAUS3				0.00

SP-HCMV1015	10X15 COA METER VAULT	1	13174.390	EA	13174.39
FPPUS	6X5'0 FLGXPE CL BT DI SPL	2	258.750	EA	517.50
S44100000722900	6 OMNI CAST COUP 6.90-7.22	1	129.842	EA	129.84
SZF2C6	6 DI STD DUTY REST ZIP FLG	2	44.321	EA	88.64
FTUK	6X2 DI 125# C110 FLG TEE	2	235.000	EA	470.00
CFK	2 DI C110 125# THRD COMP FLG F/ STL	2	17.160	EA	34.32
C9001BYU	6 150# PRES RED VLV 30-300 PSI	1	2683.820	EA	2683.82
SP-CVX43HU	6 H TYPE X43H STRAINER FLG	1	610.290	EA	610.29
S44100000722900	6 OMNI CAST COUP 6.90-7.22	1	129.842	EA	129.84
AFC2506FFOL	6 FLG RW DI OL GATE VLV	2	483.855	EA	967.71
FPPUG	6X1'0 FLGXPE CL BT DI SPL	1	109.700	EA	109.70
SP-CVX43HK	2 H TYPE X43H STRAINER FLG	1	208.060	EA	208.06
SP-CV9001K	2 CLA-VAL 90-01 PRV	1	1898.730	EA	1898.73

FERGUSON Waterworks a WOLSELEY company

17:35:27 MAY 13 2015

FEI - HOUSTON WATERWORKS #1105
Price Quotation
Phone : 512-930-2262
Fax : 512-930-2388

Reference No: B281179

Item	Description	Quantity	Net Price	UM	Total
S41100023801003	2X5 STL BOLT COUP 2.38	1	39.330	EA	39.33
GBRNKX	LF 2X8 BRS NIP GBL	2	39.477	EA	78.95
GBRNK24	LF 2X24 BRS NIP GBL	2	116.400	EA	232.80
IBRLF9K	LF 2 BRS 90 ELL	2	26.340	EA	52.68
GBRNK36	LF 2X36 BRS NIP GBL	2	209.090	EA	418.18
GBRNK18	LF 2X18 BRS NIP GBL	1	104.548	EA	104.55
AFC2502SSOL	2 THRD RW DI OL GATE VLV	2	205.000	EA	410.00
GBRNK12	LF 2X12 BRS NIP GBL	1	58.316	EA	58.32
SS9202	2 ADJ PIPE SDL SUPP	2	135.000	EA	270.00
SS9206	6 ADJ PIPE SDL SUPP	3	147.715	EA	443.15
IBRLFBGD	LF 1X1/2 BRS BUSH	2	4.155	EA	8.31
IBRLFTD	LF 1/2 BRS TEE	2	4.390	EA	8.78
FNWX420AD	LF 1/2 BRS 600# WOG THRD 2PC FP BV	4	13.568	EA	54.27

	WIKA PRESSURE GAUGE				
	INCLUDES PROTECTVE				
	PROOTECTIVE DIAPHRAGM				
	AND PRESSURE SNUBBER				
	MODEL M933.D1				
W9834613	4-1/2 PP / SS GA 0-300 1/4 LM	2	281.500	EA	563.00
	SUBTOTAL				23765.16

Net Total:	$23765.16
Tax:	~~$1960.66~~
Freight:	$0.00
Total:	~~$25725.82~~

N/A

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseleyna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Direct Cost Report

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Perm Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total

BID ITEM = 9000
Description = PRV VAULT Unit = LS Takeoff Quan: 1.000 Engr Quan: 1.000

.001 EXCAVATE FOR VAULT Quan: **1.00 LS** Hrs/Shft: **10.00** Cal: **510** WC: **TX6219**

**Unreviewed

Includes pushing spoils back in hole and re-excavating them. Lead time for box is 4 weeks. Do not leave hole open for 4 weeks.

1 hr to push spoils back into hole
2 hr to dig back out
3 hrs to set the stone to grade

P5	5 MAN PIPE CREW		5.00	CH	Prod:	5.0000 HU		Lab Pcs:	3.00	Eqp Pcs:	2.00
8AT111	PICKUP TRUCK	1.00	5.00	HR	18.000				90		90
8O320	CAT 320 EXCAVATOR	1.00	5.00	HR	59.639				298		298
F	FOREMAN	1.00	5.00	MH	29.620	301					301
L	LABORER	1.00	5.00	MH	23.850	262					262
O	OPERATOR	1.00	5.00	MH	26.200	278					278
$1,228.87	15.0000 MH/LS		15.00	MH	[438.19]	841			388		1,229

.002 ROCK EXCAVATION Quan: **1.00 LS** Hrs/Shft: **10.00** Cal: **610** WC: **TX6219**

X	CREW ON THE FLY		5.00	CH	Prod:	5.0000 CH		Lab Pcs:	1.00	Eqp Pcs:	1.00
4RE	ROCK EXCAVATION	1.00	5.00	HR	750.000					3,750	3,750
8AT111	PICKUP TRUCK	1.00	5.00	HR	18.000				90		90
F	FOREMAN	1.00	5.00	MH	29.620	312					312
$4,152.41	5.0000 MH/LS		5.00	MH	[172.79]	312			90	3,750	4,152

.003 SET VAULT Quan: **1.00 LS** Hrs/Shft: **10.00** Cal: **510** WC: **TX6219**

**Unreviewed

P5	5 MAN PIPE CREW		5.00	CH	Prod:	5.0000 HU		Lab Pcs:	3.00	Eqp Pcs:	2.00
2CP	CRANE PERMIT	1.00	1.00	EA	80.000		80				80
4CR	CRANE RENTAL	1.00	10.00	HR	215.000					2,150	2,150
8AT111	PICKUP TRUCK	1.00	5.00	HR	18.000				90		90
8O320	CAT 320 EXCAVATOR	1.00	5.00	HR	59.639				298		298
F	FOREMAN	1.00	5.00	MH	29.620	301					301
L	LABORER	1.00	5.00	MH	23.850	262					262
O	OPERATOR	1.00	5.00	MH	26.200	278					278
$3,458.87	15.0000 MH/LS		15.00	MH	[438.19]	841	80		388	2,150	3,459

.004 ASSEMBLE PIPING/VALVES Quan: **1.00 LS** Hrs/Shft: **10.00** Cal: **510** WC: **TX6219**

**Unreviewed

P5	5 MAN PIPE CREW		12.00	CH	Prod:	12.0000 HU		Lab Pcs:	3.00	Eqp Pcs:	1.50
8AT111	PICKUP TRUCK	1.00	12.00	HR	18.000				216		216
8O320	CAT 320 EXCAVATOR	0.50	6.00	HR	59.639				358		358
F	FOREMAN	1.00	12.00	MH	29.620	721					721
L	LABORER	1.00	12.00	MH	23.850	630					630
O	OPERATOR	1.00	12.00	MH	26.200	667					667
$2,591.48	36.0000 MH/LS		36.00	MH	[1051.64]	2,018			574		2,591

.005 BACKFILL BOX Quan: **1.00 LS** Hrs/Shft: **10.00** Cal: **510** WC: **TX6219**

**Unreviewed

P5	5 MAN PIPE CREW		3.00	CH	Prod:	3.0000 HU		Lab Pcs:	2.00	Eqp Pcs:	2.25
8AT111	PICKUP TRUCK	1.00	3.00	HR	18.000				54		54
8O320	CAT 320 EXCAVATOR	1.00	3.00	HR	59.639				179		179
8T205	OTR WATER TRUCK	0.25	0.75	HR	50.512				38		38
F	FOREMAN	1.00	3.00	MH	29.620	180					180
O	OPERATOR	1.00	3.00	MH	26.200	167					167
$617.81	6.0000 MH/LS		6.00	MH	[184.21]	347			271		618

12049.44

4359 80 1711 5908 = 11970

Labor
Material
Equip
Subs

Activity / Resource	Desc	Pcs	Quantity	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 9000											
Description = PRV VAULT					Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
.006	**MATERIALS - VAULT/PIPING**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 610**	**WC: TX6219**		
2FITTINGS	FITTINGS	1.00	1.00	LS	10,590.770		10,591				10,591
2NG	NON-SHRINK GROUT	1.00	1.00	LS	50.000		50				50
2VAULT	VAULT	1.00	1.00	EA	13,174.000		13,174				13,174
$23,814.77					[ ]		23,815				23,815
.007	**BEDDING**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 610**	**WC: TX6219**		
6A057	# 57 (1-#4)	1.00	20.00	TON	18.850			377			377
.009	**ONSITE TRUCKING**				**Quan: 1.00 LS**	**Hrs/Shft: 10.00**		**Cal: 610**	**WC: TX6219**		
5HHR	HAUL - HOURLY	1.00	4.00	HR	85.000			340			340
====> Item Totals:	**9000**	**- PRV VAULT**									
$36,581.21	77.0000 MH/LS		77.00	MH	[2285.02]	4,358	23,895	717	1,711	5,900	**36,581**
36,581.210	1 LS					4,358.45	23,894.77	717.00	1,710.99	5,900.00	36,581.21
COST - $36,581.21	***** Report Totals *****		77.00	MH		√ 4,358	23,895	√ 717	√ 1,711	√ 5,900	**36,581**

>>> Indicates Non Additive Activity
------Report Notes:------
The estimate was prepared with TAKEOFF Quantities.
This report shows TAKEOFF Quantities with the resources.

"Unreviewed" Activities are marked.

Bid Date: 02/18/15 Owner: Engineering Firm:
Estimator-In-Charge: DS

JOB NOTES

```
Estimate created on: 02/12/2015 by User#: 7 - Doug Stanton
Source estimate used: N:\HEAVYBIDKWEST\EST\ESTMAST

**********Estimate created on: 04/16/2015 by User#: 10 - Doug Stanton
Source estimate used: N:\HEAVYBID\EST\515205
```

* on units of MH indicate average labor unit cost was used rather than base rate.
[ ] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%
------Calendar Codes------

410	4 x 10 Hr Week
508	5 x 8 Hr Week
509	5 x 9 Hr Week
510	5 X 10 HR WEEK
511	5 X 11 HR WEEK
512	5 X 12 HR WEEK
608	6 x 8 Hr Week
610	**6 X 10 HR WEEK (Default Calendar)**
611	6 X 11 HR WEEK
612	6 X 12 HR WEEK
710	7 X 10 HR WEEK
711	7 X 11 HR WEEK

Activity / Resource	Desc	Quantity Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub-Contract	Total
BID ITEM = 9000										
Description =	PRV VAULT			Unit = LS	Takeoff Quan:		1.000	Engr Quan:		1.000
712	7 x 12 Hr Week									
D40	Double Sh. - 40 Hr									
D50	Double Sh - 50 Hr Week									
D60	Double Sh.- 60 Hr.Week									
T40	Triple Sh.- 40 Hr.Week									
WSA	WEEKEND SATURDAY (1.5T)									
WSS	WEEKEND SATURDAY - SUNDAY									
WSU	WEEKEND SUNDAY (2.0T)									

511S.1 Description

This item shall govern the valves furnished and installed as indicated on the Drawings. Unless otherwise indicated on the Drawings, all valves 3 inches and larger shall be AWWA-type valves of suitable design and fully equipped for service buried in the earth, without need for further modification and shall be wrapped with 8-mil (0.2 mm) polyethylene film with all edges and laps securely taped to provide a continuous wrap. Where not indicated, the Contractor may use valves with any type end-joint allowed for fittings of the pipe class being used. Unless otherwise indicated on the Drawings, all valve stems shall be adjusted to situate the operating nut not more than 24 inches (0.6 meters) below the proposed ground or paving surface of the finished project. Laydown valves shall not be used unless indicated otherwise on the Drawings by call out.

511S.2 Materials

The Contractor shall submit descriptive information and evidence that the materials and equipment the Contractor proposes for incorporation in the Work is of the kind and quality that satisfies the specified functions and quality.

A) Samples, Inspection and Testing Requirements:

All tests and inspections called for by the applicable standards shall be performed by the manufacturer. Upon request, results of these tests shall be made available to the purchaser.

B) Other Requirements:

Each submittal shall be accompanied by:

1) Complete data covering:

a). the operator, including type and size, model number, etc.,

b). the manufacturer's name and address of his nearest service facility,

c). the number of turns to fully open or close the valve.

2) Detailed instructions for calibrating the limit stops for open and closed positions, and

3) Any other information that may be necessary to operate and maintain the operator.

4) Complete dimensional data and installation instructions for the valve assembly as it is to be installed, including the operator.

5) Complete replacement parts lists and drawings, identifying every part for both the valve and operator.

511S.3 Valves

A) Iron-Body Gate Valves

Resilient-seated gate valves for potable or reclaimed service, including tapping valves, shall conform to AWWA C-509.

Reduced-wall, resilient-seated gate valves for potable or reclaimed service, including tapping valves, shall conform to AWWA C-515.

Metal-seated gate valves for potable or reclaimed service, including tapping valves, shall conform to AWWA C-500.

1) Stem Seals: All valves shall have approved O-ring type stem seals. At least two O-rings shall be in contact with the valve stem where it penetrates the valve body.

2) Operation: All valves shall have non-rising stems with a 2" (50 mm) square operating nut, or with a spoke type handwheel when so ordered, turning clockwise to close.

3) Gearing: Gate valves in 24 inch (610 mm) and larger sizes shall be geared and, when necessary for proper bury depth and cover, shall be the horizontal bevel-geared type enclosed in a lubricated gear case.

4) Bypass: Unless otherwise indicated on the Drawings, 16 inch (406 mm) and larger metal-seated gate valves shall be equipped with a bypass of the non-rising stem type which meets the same AWWA standard required for the main valve.

5) Valve Ends: Valve ends shall be push-on, flanged or mechanical joint, as indicated or approved.

   Tapping valves shall have inlet flanges conforming to MSS SP-60, with boltholes drilled per ANSI B16.1 Class 125. Seat rings and body casting shall be over-sized as required to accommodate full size cutters; the outlet end shall be constructed and drilled to allow the drilling machine adapter to be attached directly to the valve.

6) Gear Case: All geared valves shall have enclosed gear cases of the extended type, attached to the valve bonnet in a manner that makes it possible to replace the stem seal without disassembly and without disturbing the gears, bearing or gear lubricant. Gear cases shall be designed and fabricated with an opening to atmosphere so that leakage past the stem seal does not enter the gear case.

7) Valve Body: Double disc gate valves in 16 inch (406 mm) and larger sizes installed in the horizontal position shall have bronze rollers, tracks, scrapers, etc. For reclaimed water valves, the body shall be manufactured in purple, factory painted purple, or field painted purple.

B) Butterfly Valves:

Unless otherwise indicated, all valves shall conform to the current "AWWA" Standard C-504, "Rubber-Seated Butterfly Valves", Class 150B, except as modified or supplemented herein.

1) Functional Requirements

   a). Valves shall be the short body design and shall have flanged connections on both ends unless otherwise called for.

   b). Valves shall be of such design that the valve discs will not vibrate or flutter when operated in a throttled position. Valve discs shall be secured to the shafts by means of keys or pins so arranged that the valve discs can be readily removed without damage thereto. All keys and pins used in securing valve discs to shafts shall be stainless steel or monel. Valve discs shall be stainless steel or ductile iron, ASTM A 536, Grade 65-45-12 (448-310-12); seating edge shall be stainless steel or other corrosion resistant material.

c). Valve shafts shall be constructed of wrought stainless steel or monel. The ends of the shaft shall be permanently marked to indicate the position of the disc on the shaft.

d). All buried valves shall have approved manufacturer's O-ring type or split V type "Chevron" shaft seals. When O-ring seals are used, there shall be at least two O-rings in contact with the valve shaft where it penetrates the valve body.

On 24 inch (635 mm) and larger valves, the seat shall be completely replaceable and/or adjustable with common hand tools without disassembling the valve from the pipeline.

Rubber seats located on the valve disc shall be mechanically secured with stainless steel retainer rings and fasteners.

e). Unless otherwise indicated, valves shall be provided with manual operators with vertical stems and 2 inches (50 mm) square operating nut turning clockwise to close and equipped with a valve disc position indicator. All keys or pins shall be stainless steel or monel. Buried valves shall have the valve stems extended or adjusted to locate the top of the operating nut no more than 24 inches (0.6 meter) below finish grade.

f). Unless otherwise indicated, motorized butterfly valves shall be equipped with 230/460 volt, 3-phase reversing motor operators, extended as required to locate the center line of the operator shaft approximately 4 feet to 4 feet, 6 inches (1.2 to 1.4 meters) above finish grade. Operators shall be equipped with cast iron or malleable iron manual override hand wheel with a valve position indicator, local push button controls, lighted status/position indicator, torque and travel limit switches and all switches, relays and controls (except external power and signal wiring) necessary for both local and remote operation.

2) Performance Requirements

a). Unless otherwise indicated, valve operators shall be sized to seat, unseat, open and close the valve with 150 psi (1 megapascal) shutoff pressure differential across the disk and allow a flow velocity of 16 feet (4.9 meters) per second past the disc in either direction.

b). Motorized valve motors shall be capable of producing at least 140 percent of the torque required to operate the valves under conditions of maximum non-shock shutoff pressure without exceeding a permissible temperature rise of 131^0F over 104^0F ambient (55 degrees Celsius over 40 degrees Celsius ambient); they shall have a duty rating of not less than 15 minutes and shall be capable of operating the valve through 4 1/2 cycles against full unbalanced pressure without exceeding the permissible temperature rise. Motors shall be suitable for operating the valve under maximum differential pressure when voltage to motor terminals is 80 percent of nominal voltage. Motor bearings shall be permanently lubricated and sealed.

C) Ball Valves:

Ball valves shall be brass, bronze, stainless steel or PVC as indicated on the Drawings or Details or as approved by the Engineer or designated representative.

D) Air-Vacuum Release Valves

1) Valves shall be combination air-release, air-vacuum units having small and large orifice units contained and operating within a single body or assembled unit.

The small orifice system shall automatically release small volumes of air while the pipe is operating under normal conditions. The large air-vacuum orifice system shall automatically exhaust large volumes of air while the pipe is being filled and shall permit immediate re-entry of air while being drained.

Valves shall be rated for at least 150 psi (1 megapascal) {maximum} normal service pressure.

2) Material Requirements

Valve exterior bodies and covers shall be cast iron or reinforced nylon.

Internal bushings, hinge pins, float guide and retaining screws, pins, etc., shall be stainless steel, bronze, nylon or Buna-N rubber.

Orifice seats shall be Buna-N rubber.

Floats shall be stainless steel, nylon or Buna-N rubber, rated at 1000 psi (6.9 megapascals).

E) Fire Hydrants

All fire hydrants shall be Dry Barrel, Traffic Model (break-away), Post Type having Compression Type Main Valves with 5 1/4" (133 mm) opening, closing with line pressure.

1) Applicable Specifications

AWWA C-502 current: "AWWA Standard for Dry-Barrel Fire Hydrants".

NFPA 1963: "National (American) Standard Fire Hose Coupling Screw Thread" and City of Austin 4 inch (102 mm) Fire Hose Connection Standard (Available upon request from the Austin Water Utility's Standards Committee Chairperson at 972-0204).

ANSI A-21.11 current: "American National Standard for Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings".

2) Functional Requirements

Design Working Pressure shall be 200 psi (1.38 megapascals) and a test pressure of 400 psi (2.76 megapascals).

Inlet shall be side connection hub end for mechanical joint (ANSI A-21.11-current). Shoe shall be rigidly designed to prevent breakage.

Lower Barrel shall be rigid to assure above ground break at traffic feature. Bury length of hydrant shall be four (4) feet (1.2 meters) minimum, five (5) feet (1.5 meters) maximum (hydrant lead pipe may be elbowed up from main using restrained joints; flanged joints in lead pipes are not allowed). Flange type connections between hydrant shoe, barrel sections and bonnet shall have minimum of 6 corrosion resistant bolts.

Hydrant Main Valve shall be 5 1/4 inch (133 mm) I.D. Valve stem design shall meet requirements of AWWA C502, with Operating Nut turning clockwise to close. Operating Nut shall be pentagonal, 1 1/2 inch (38 mm) point to flat at base, and 1 7/16 inches (36.5 mm) at top and 1 inch (25 mm) minimum height. Seat ring shall be bronze (bronze to bronze threading), and shall be removable with lightweight stem wrench. Valve mechanisms shall be flushed with each operation of valve; there shall be a minimum of two (2) drain ports.

Traffic Feature shall have replaceable breakaway ferrous metal stem coupling held to stem by readily removable type 302 or 304 stainless steel fastenings. Breakaway flange or frangible lugs shall be designed to assure aboveground break. Breakaway or frangible bolts will not be acceptable.

Outlet Nozzles shall be located approximately 18 inches (450 mm) above ground. Each hydrant shall have two (2) 2 1/2 inch (63.5 mm) nozzles 180 degrees apart with National (American) Standard Fire Hose Coupling Screw Thread NFPA 1963 and one (1) 4 inch (102 mm) pumper nozzle. Nozzles shall be threaded or cam-locked, O-ring sealed, and shall have type 302 or 304 stainless steel locking devices. Nozzle caps (without chains) and cap gaskets shall be furnished on the hydrant. The cap nut shall have the same configuration as the operating nut.

Hydrants shall be Dry-Top Construction, factory lubricated oil or grease with the lubricant plug readily accessible.

A blue Type II-B-B reflectorized pavement marker, conforming to Standard Specification Item No. 863S, shall be placed 2 to 3 feet (0.6 to 0.9 meters) offset from the centerline of paved streets, on the side of and in line with, all newly installed fire hydrants.

Hydrant shall have double O-ring seals in a bronze stem sheath housing to assure separation of lubricant from water and shall have a weather cap or seal, or both, as approved by the Owner, to provide complete weather protection.

3) Material Requirements

All below ground bolts shall be corrosion resistant. The hydrant valve shall be Neoprene, 90-durometer minimum. The seat ring, drain ring, operating nut and nozzles shall be bronze, AWWA C-502 current, containing not over 16 percent zinc. Break-away stem coupling shall be of ferrous material; its retaining pins, bolts, nuts, etc. of type 302 or 304 stainless steel.

Coatings shall be durable and applied to clean surfaces. Exterior surfaces above ground shall receive a coating of the type and color specified by the Owner. The coating shall be applied according to coating manufacturer's specifications. Other exposed ferrous metal shall receive asphalt-based varnish, or approved equal, applied according to the coating manufacturer's specifications.

F) Pressure/Flow Control Valves:

All control valves to regulate pressure, flow, etc., shall be approved by Chisholm Trail S.U.D. or their designated representative.

G) Drain Valves:

Drain valve materials and installation shall be approved by Chisholm Trail S.U.D. or their designated representative.

H) Valve Stem Extensions:

Valve stem extensions shall consist of a single piece of the required length with a socket on one end and a nut on the other.

511S.4 Construction Methods

A) Setting Valves, Drains and Air Releases

Unless otherwise indicated, main line valves, drain valves and piping, air and vacuum release assemblies and other miscellaneous accessories shall be set and jointed in the manner described for cleaning, laying, and jointing pipe.

Unless otherwise indicated, valves shall be set at the locations shown on the Drawings and such that their location does not confict with other appurtenances such as curb ramps. Valves shall be installed so that the tops of operating stems will be at the proper elevation required for the piping at the location indicated above. Valve boxes and valve stem casings shall be firmly supported and maintained, centered and aligned plumb over the valve or operating stem, with the top of the box or casing installed flush with the finished ground or pavement in existing streets, and installed with the top of the box or casing approximately 6 inches (150 mm) below the standard street subgrade in streets which are excavated for paving construction or where such excavation is scheduled or elsewhere as directed by the Engineer or designated representative.

Drainage branches or air blowoffs shall not be connected to any sanitary sewer or submerged in any stream or be installed in any other manner that will permit back siphonage into the distribution system. Every drain line and every air release line shall have a full sized independent gate valve flanged directly to the main. Flap-valves, shear gates, etc., will not be accepted.

B) Setting Fire Hydrants:

Fire hydrants shall be located in a manner to provide accessibility and in such a manner that the possibility of damage from vehicles or conflict with pedestrian travel will be minimized. Unless otherwise directed, the setting of any hydrant shall conform to the detail.

Fire hydrants shall not be installed within nine feet (2.75 meters) vertically or horizontally of any sanitary sewer line regardless of construction.

All hydrants shall stand plumb; those near curbs shall have the 4-inch (102 mm) nozzle facing the curb and perpendicular to it. The hydrant bury mark shall be located at ground or other finish grade; nozzles of all new hydrants shall be approximately 18 inches (450 mm) above grade. Lower barrel length shall not exceed 5 feet (1.5 meters). Barrel extensions are not permitted unless approved by the Engineer or designated representative. Each hydrant shall be connected to the main by 6-inch (152 mm) ductile iron pipe; a 6-inch (152 mm) gate valve shall be installed in the line for individual shutoff of each new hydrant.

Below each hydrant, a drainage pit compliant with C.T.S.U.D. details shall be excavated and filled with compacted coarse gravel or broken stone mixed with coarse sand under and around the bowl of the hydrant, except where thrust blocking is located.

The hydrant drainage pit shall not be connected to a sanitary sewer. The drain gravel shall be covered with filter fabric to prevent blockage of voids in the gravel by migration of backfill material. The bowl of each hydrant shall be well braced against unexcavated earth at the end of the trench with concrete thrust blocking (taking care not to obstruct the hydrant drain holes), or the hydrant shall be tied to the pipe with approved metal harness rods and clamps. The fire line shall be provided with joint restraint from the main line to the fire hydrant. Hydrants shall be thoroughly cleaned of dirt or foreign matter before setting.

Fire hydrants on mains under construction shall be securely wrapped with a poly wrap bag or envelope taped into place. When the mains are accepted and placed in service the bag shall be removed.

C) Plugging Dead Ends

Standard plugs shall be inserted into the bells of all dead ends of pipes, tees or crosses and spigot ends shall be capped.

D) Protective Covering:

Unless otherwise indicated, all flanges, nuts, bolts, threaded outlets and all other steel component shall be coal tar coated and shall be wrapped with standard minimum 8-mil (0.2 mm) low density polyethylene film or a minimum 4-mil (0.1 mm) cross laminated high-density polyethylene meeting ANSI/AWWA Specification C-105-current, with all edges and laps taped securely to provide a continuous and watertight wrap. Repair all punctures of the polyethylene, including those caused in the placement of bedding aggregates, with duct tape to restore the continuous protective wrap before backfilling. For reclaimed water piping, the polyethylene shall be purple.

E) Valve Box, Casing and Cover:

Stems of all buried valves shall be protected by valve box assemblies. Valve box castings shall conform to ASTM A 48, Class 30B. Testing shall be verified by the manufacturer at the time of shipment. Each casting shall have cast upon it a distinct mark identifying the manufacturer and the country of origin. Valve boxes and covers for potable water shall be round. Valve boxes and covers for reclaimed water piping shall be square and shall have "Reclaimed Water" indicated on the lid.

511S.5 Measurement

All types of valves will be measured per each. Fire hydrants and drain valve assemblies will be measured per each. Fire Hydrant barrel extensions will be measured per vertical foot (meter: 1 meter equals 3.28 feet). Pressure/Flow control valve assemblies and both manual and automatic air release assemblies will be measured per each.

Bury depths exceeding 5.5 feet (1.68 meters) are defined as Additional Bury Depths. Additional bury depths will only be measured if indicated on the Drawings and identified in the Standard Contract Bid Form; otherwise, the unit bid price for each completed unit includes all depths.

511S.6 Payment

Payment shall include full compensation, in accordance with the pay item established in the bid, for excavation, furnishing, hauling and placing valves, drain valve assemblies, fire hydrants and barrel extensions including anchorage and all incidental materials and work; preparing, shaping, dewatering, bedding, placing and compacting backfill materials and for all other incidentals necessary to complete the installation, as indicated in the Drawings, complete in place.

A) Valves: Valves will be paid for at the unit bid price for the size and type valve installed, including valve stem casing and cover, excavation and backfill, setting, adjusting to grade, anchoring in place, and other appurtenances necessary for proper operation.

B) Fire Hydrants: Fire Hydrants installation shall be paid for at the unit bid price, which includes all necessary labor and materials to set, adjust to grade and anchor the hydrant body, barrel extensions, concrete block, gravel drain, and other appurtenances necessary for proper operation; but shall not include pipe and valve between the main line and fire hydrant base.

C) Pressure or Flow Control Valve Assemblies: Pressure control and flow control valve assemblies will be paid for at the unit bid price, including box or vault, setting, adjusting to grade, anchoring in place, adjusting the control device to the required conditions, providing other appurtenances necessary for proper operation, and placing in operation.

D) Drain Valve Assemblies: Drain valve installation shall be paid for at the unit bid price, which includes all necessary labor and materials to set, adjust to grade and anchor the bends, vertical piping, blind flange, joint restraint devices, concrete blocking, concrete pad, and other appurtenances necessary for proper operation; but shall not include pipe and valve between the main line and drain valve buried bend.

E) Manual Air Release Assemblies: Manual air release installations will be paid for at the unit bid price and shall include valves, fittings, pipe, tapping the main, box and cover, and other appurtenances necessary for proper operation.

F) Automatic Combination Air/Vacuum Release Valve Assembly: Automatic air-vacuum release assemblies will be paid for at the unit bid price and will include the main line tap or outlet, all pipe, valves, fittings, box or vault and cover, and other appurtenances necessary for proper operation.

G) Additional Bury Depth: Additional bury depth will be paid for at the unit bid price, which will include all work necessary to install units with bury depths exceeding 5.5 feet (1.68 meters).

H) Fire Hydrant Barrel Extensions: Hydrant barrel extensions will be paid for at the unit bid price which will include necessary hardware and rod extensions.

Payment, when included as a contract pay item, will be made under one of the following:

Pay Item No. 511S-A:	Valves, _____ Type, _____Diameter	Per Each.
Pay Item No. 511S-B:	Fire Hydrants	Per Each.
Pay Item No. 511S-B1:	Relocate Existing Fire Hydrants	Per Each.
Pay Item No. 511S- C:	Pressure or Flow Control Valve Assemblies	Per Each.
Pay Item No. 511S- D:	Drain Valve Assemblies	Per Each.
Pay Item No. 511S- E:	Manual Air Release Assemblies, ____Diameter	Per Each.
Pay Item No. 511S- F:	Automatic Combination Air/Vacuum Release Valve Assembly, _____ Diameter.	Per Each.
Pay Item No. 511S- G:	Additional Bury Depth	Per Vertical Foot.
Pay Item No. 511S-H:	Fire Hydrant Barrel Extensions	Per Vertical Foot

END

SPECIFIC CROSS REFERENCE MATERIALS
Specification 511S, "Water Valves"

Designation	Description
Item No. 510	Pipe

SPECIFIC CROSS REFERENCE MATERIALS (Continued)
Specification 511S, "Water Valves"

ANSI/AWWA Standards

Designation	Description
A-21.11	American National Standard for Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings
C-105	American National Standard for Polyethylene Encasement for Ductile-Iron Pipe

C-500	Metal-Seated Gate Valves for Water Supply Service
C-502	Dry-Barrel Fire Hydrants
C-504	Rubber-Seated Butterfly Valves
C-509	Resilient Seated Gate Valves for Water and Sewerage Systems
C-515	Reduced-Wall, Resilient-Seated Gate Valves For Water Supply Service

ASTM Standards

Designation	Description
ASTM A48/A48M	Specification for Gray Iron Castings
ASTM A 536	Specification for Ductile Iron Castings

National Fire Protection Association (NFPA)

1963	National (American) Standard Fire Hose Coupling Screw Thread

STA 1+00.00 ~ 6" WATER LINE A
=CR 245 STA 0+85.00,107.71'LT
BEGIN 6" WATER LINE A
CONNECT TO EXIST. 24" WATER
INSTALL:
1- FULL BODIED TAPPING SLEEVE (24"X6")
INCLUDING GATE VALVE (6")
N= 10237204.06
E= 3100742.55

STA 1+06.43 ~ 6" WATER LINE A
=CR 245 STA 0+91.43,107.71'LT
INSTALL:
1-45° BEND (6")
N= 10237208.62
E= 3100747.09

STA 1+59.76 ~ 6" WATER LINE A
=CR 245 STA 1+29.14,70.00'LT
INSTALL:
1-45° BEND (6")
N= 10237208.66
E= 3100800.42

STA 1+70.00 ~ 6" WATER LINE A
=CR 245 STA 1+39.38,70.00'LT
INSTALL:
1-SINGLE WATER SERVICE (1") INCLUDING
DBLE BALE TAP SADDLE (1")
METER BOX
10 LF 1" PVC
METER NOT PROVIDED AT THIS TIME
N=10237215.91
E=3100807.66

STA 1+20.00 ~ 6" WATER LINE A
=CR 245 STA 1+01.03, 98.12'LT
INSTALL:
1- PRECAST CONC. VAULT
SEE DETAIL W-11 FOR SIZING
1- PRESSURE REDUCING VALVE
(6" W/2" LOW FLOW BYPASS)
INC. VALVES & BYPASS
N=10237208.63
E=3100760.66

CR 245 STA 1+24.11, 296.09' RT
CUT, PLUG AND
ABANDON EX. 6" WATER (NE)
PLUG EX. 6" WATER LINE
LEFT IN SERVICE AT GATE VALVE)
N= 10236946.47
E= 3101055.96

CR 245 STA 1+49.04, 363.58' RT
CUT, PLUG AND
ABANDON EX. 2" WATER (NE)
INSTALL:
1-SINGLE WATER SERVICE (2") INCLUDING
METER BOX
METER NOT PROVIDED AT THIS TIME
N= 10236916.43
E= 3101121.34

INSTALL: 400 LF 6" C900, DR-14 PVC PIPE

RM 2338

6" WATER LINE A

PROP. 20' CTSUD WATER LINE EASEMENT

PROP. CR 245

PROP. ROW

EX. CTSUD 24" MAIN

EX. ROW

ABANDON EX. 6"W

ABANDON EX. 2"W

E/L CR 245

910

471.21'

MATCHLINE STA 5+00 ~ SEE SHEET 02

0 20 40 60 80

SCALE: 1"=40'

NOTES:

1. ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED AND PROTECTED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.

2. ALL PROPOSED CTSUD WATER LINES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36" TO TOP OF PIPE.

LEGEND
- EX. CTSUD WATER LINE
- EX. CL ROADWAY
- EX. R.O.W.
- PROPOSED R.O.W.
- EXISTING EASEMENT
- EXISTING CTSUD EASEMENT
- PROPOSED CTSUD EASEMENT
- PROPOSED CONSTRUCTION EASEMENT
- PROPOSED WATERLINE
- PROPOSED ENCASEMENT
- PROPOSED CUT AND PLUG
- PROPOSED GATE VALVE
- UTILITY CONTINUATION
- FENCE LINE

STATE OF TEXAS
NOAH S. SHAFFER
107722
LICENSED
PROFESSIONAL ENGINEER
4/20/15

CR 245 AT RM 2338
WATERLINE RELOCATION
Chisholm Trail Special Utility District
851 FM 970
Florence, TX 76527

HALFF
TEXAS REGISTERED ENGINEERING FIRM F-312
TWO SIERRA WAY, SUITE 105
GEORGETOWN, TX 78626-7574
TEL (512) 942-6232
FAX (512) 869-0089

Project No: AVO # 28129
Kabuki

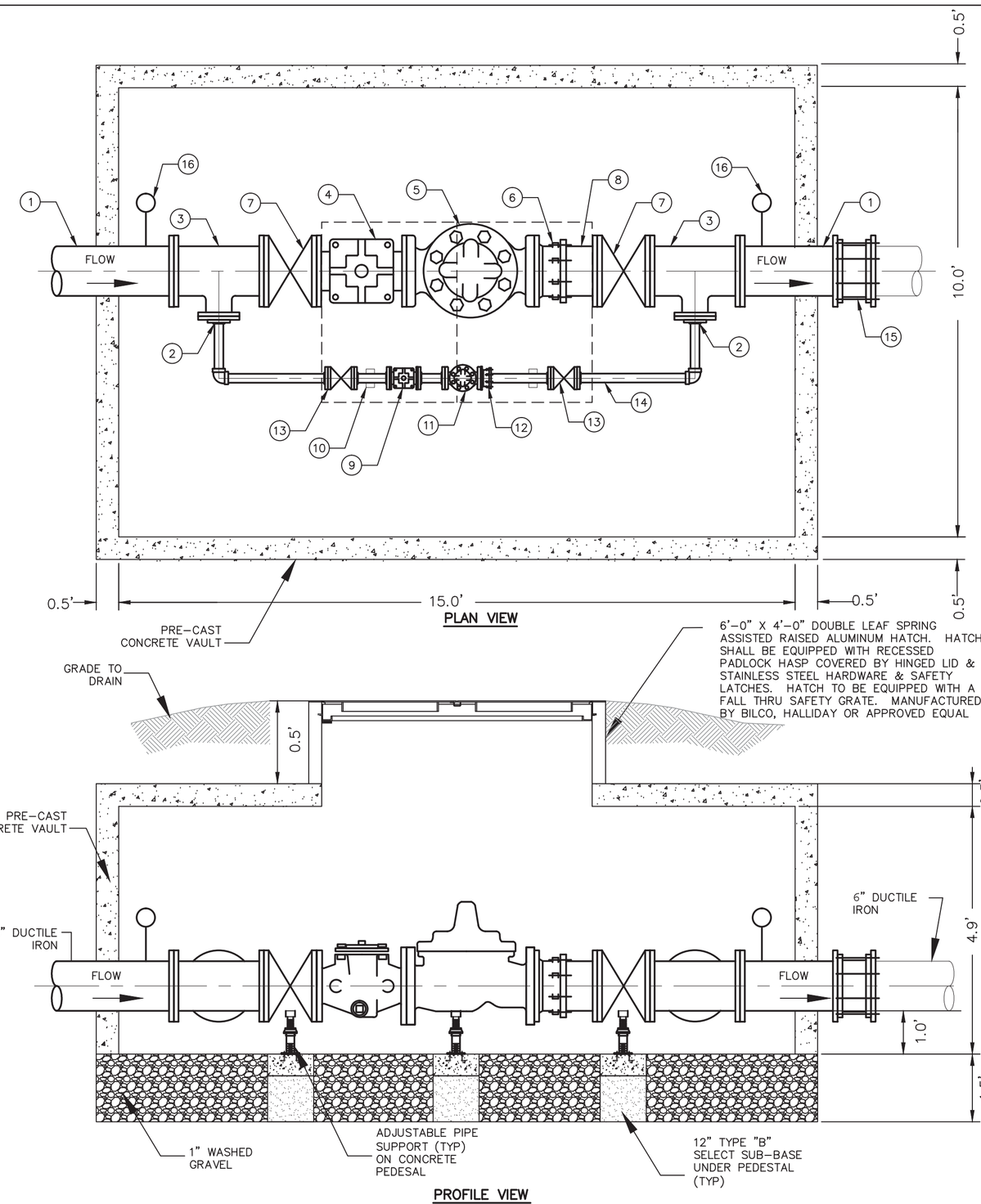
Revisions:

No.	Date	Description
1	4/20/15	ADD VAULT AS SHOWN

Drawn by: NSS
Checked by: TJ

Sheet Title
6" WATER LINE A

Sheet Number
PP_04

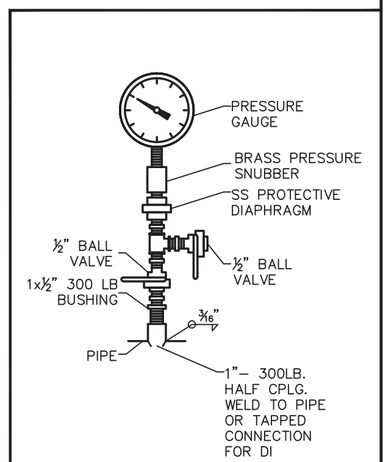


PRESSURE REDUCING VALVE DETAIL

N.T.S.

PRV SETTING 1,100 FEET
6" PIPE CL ELEV: 976.51
6" PRV SET TO 50 PSI
2" PRV SET TO 54 PSI

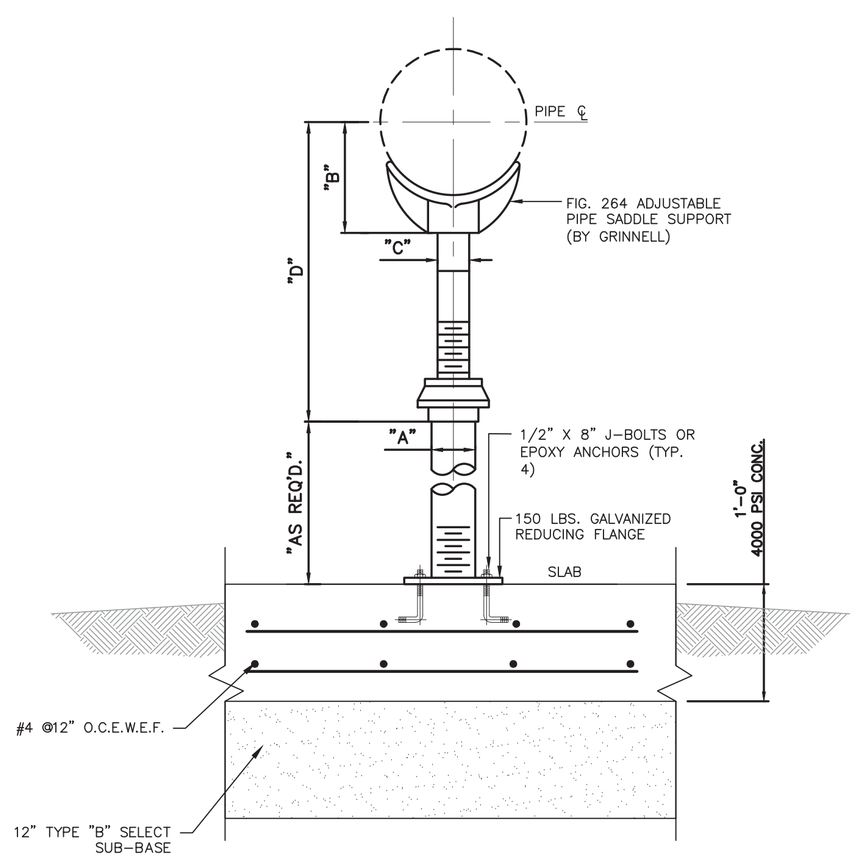
MATERIAL LIST	
1	6" D.I.
2	6"X2" TAPPED BLIND FLANGED
3	6"X6" FLG TEE
4	6" STRAINER (CLA-VAL MODEL X-43H OR APPROVED EQUAL)
5	6" PRV (CLA-VAL MODEL 90-01 OR APPROVED EQUAL)
6	6" DRESSER DISMANTLING JOINT
7	6" D.I. FLANGED GATE VALVE
8	6" D.I.
9	2" STRAINER (CLA-VAL MODEL X-43H OR APPROVED EQUAL)
10	PIPE SUPPORT
11	2" PRV (CLA-VAL MODEL 90-48 OR APPROVED EQUAL)
12	2" DRESSER DISMANTLING JOINT
13	2" D.I. FLANGED GATE VALVE
14	2" D.I. FLANGED
15	6" RESTRAINED TRANSITION COUPLING
16	PRESSURE GAUGE



NOTES:
1. USE DIAPHRAGM SEALS AND VALVES FOR ALL CHEMICALS, SEWAGE, SLUDGE AND OTHER LIQUIDS CONTAINING SOLIDS.

PRESSURE GAUGE DETAIL

PIPE SIZE	WGT APPROX. LBS EACH COMPLETE	WGT APPROX. LBS EACH SADDLE ONLY	A	B	C	D MINIMUM	D MAXIMUM
2 1/2	9.0	4.8	2 1/2	3 1/2	1 1/2	8	13
3	9.2	5.0	2 /12	3 3/4	1 1/2	8 1/4	13 1/4
3 1/2	9.4	5.2	2 1/2	4	1 1/2	8 1/2	13 1/2
4	15.0	7.6	3	4 1/4	2 1/2	9 1/4	14
5	16.7	8.3	3	4 7/8	2 1/2	10	14 3/4
6	17.7	10.3	3	5 1/2	2 1/2	10 1/2	15 1/4
8	20.2	12.8	3	6 7/8	2 1/2	11 3/4	16 1/2
10	25.2	17.8	3	8 1/2	2 1/2	13 1/2	18 1/4
12	29.0	21.6	3	9 15/16	2 1/2	15	19 3/4
14	40.2	38.0	4	10 15/16	3	16 1/4	20 3/4
16	53.2	42.0	4	12 3/8	3	17 3/4	22 1/4
18	70.8	51.0	6	13 7/8	3 1/2	19 1/2	24
20	104.8	85.0	6	15 3/8	3 1/2	21	25 1/2
24	137.0	110.0	6	17 15/16	4	23 3/4	28 1/2
30	170.0	150.0	6	21 5/16	4	27	31 1/2
32	181.0	161.1	6	22 1/2	4	28 1/8	32 3/4
36	249.0	229.0	6	24 1/4	4	30 1/4	34 3/4



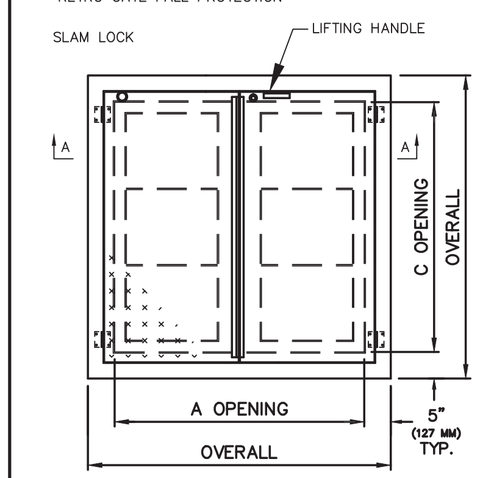
ADJUSTABLE PIPE SUPPORT DETAIL

N.T.S.

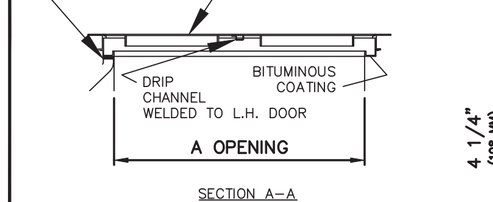
NO.	DATE

HATCH TO INCLUDE:

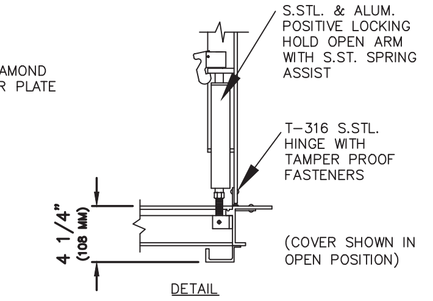
- AUTO-LOCK T-316 STAINLESS STEEL
- HOLD OPEN ARM WITH RELEASE HANDLE
- T-316 STAINLESS STEEL HINGES AND ATTACHING HARDWARE
- T-316 STAINLESS STEEL SLAM LOCK WITH REMOVABLE KEY
- STAINLESS STEEL COMPRESSION SPRING ASSIST
- BUILT-IN NEOPRENE CUSHION/GASKET
- NON-OZONE DEPLETING BITUMINOUS COATING
- DOUBLE LEAF CONSTRUCTION
- 300 LBS. PER SQ. FT. LOAD RATING (1464 KG. PER SQ. METER LOAD RATING)
- EXTRUDED ALUMINUM CHANNEL FRAME
- RECESSED LIFTING HANDLE
- LIFETIME GUARANTEE
- RETRO GATE FALL PROTECTION



STANDARD SIZES				
QTY.	MODEL NO.	A DIM. INCHES (MM)	C DIM. INCHES (MM)	UNIT WT. LBS. (KG.)
	W2C4242	42 (1067)	42 (1067)	119 (54)
	W2C4842	48 (1219)	42 (1067)	130 (59)
	W2C4848	48 (1219)	48 (1219)	142 (64)
	W2C5442	54 (1372)	42 (1067)	141 (64)
	W2C5448	54 (1372)	48 (1219)	154 (70)
	W2C5454	54 (1372)	54 (1372)	166 (75)
	W2C6030	60 (1524)	30 (762)	122 (55)
	W2C6036	60 (1524)	36 (914)	135 (61)
	W2C6042	60 (1524)	42 (1067)	151 (68)
	W2C6048	60 (1524)	48 (1219)	165 (75)
	W2C6054	60 (1524)	54 (1372)	179 (81)
	W2C6060	60 (1524)	60 (1524)	195 (88)
	W2C6636	66 (1676)	36 (914)	145 (66)
	W2C6648	66 (1676)	48 (1219)	177 (80)
	W2C7236	72 (1829)	36 (914)	154 (70)
	W2C7242	72 (1829)	42 (1067)	173 (78)
	W2C7248	72 (1829)	48 (1219)	188 (85)
	W2C7254	72 (1829)	54 (1372)	204 (92)
	W2C7260	72 (1829)	60 (1524)	222 (101)



SECTION A-A



DETAIL

ALUMINUM HATCH DETAIL

N.T.S.

Commissioners Court - Regular Session **14.**

Meeting Date: 10/20/2015

12IFB00036 RM 620 Safety Improvements Change Order No 7

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. 7 in the amount of -$94,758.39 for RM 620 Safety improvements, a Road Bond Project in Commissioner Pct. 1.

Background

This Change Order provides the final balancing overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. This Change Order adds twenty three (23) days to the Contract time for additional work documented on previous Change Orders Nos. 2, 4, and 6. Two additional months of barricades and traffic handling are being added for the overall time extension of sixty two (62) days. This Change Order also adds a Contract item to assess liquidated damages. Substantial Completion was achieved December 4, 2014 (654 days); five (5) days after the November 29, 2014 scheduled completion. The original contract allotted 587 days. The County added 39 days in a previous Change Order and 23 days in this Change Order which brings the total days to 649. Special Provision 000-2332 of the Contract specifies a liquidated damage rate of $1285.00 per day for contracts between $10,000,000 - $20,000,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

12IFB00036 RM 620 CO No 7

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Dawn Haggard		Started On: 10/14/2015 11:56 AM
Final Approval Date: 10/15/2015		

Received
OCT 1 8 2015
HNTB Corporation
Round Rock

Received
OCT 0 8 2015
HNTB Corporation
Round Rock

RECEIVED
OCT 1 2 2015
BY:

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7

1. CONTRACTOR: CF Jordan Construction, LLC

2. Change Order Work Limits: Sta. 303+00 to Sta. 423+13

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

4. Reasons: 2E, 2A, 3M (3 Max. - In order of importance - Primary first)

Project:	*12IFB00036*
Roadway:	*RM 620 Safety Improvements*
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. **2A: Differing Site Conditions. Dispute resolution** (expense caused by conditions and/or resulting delay). This Change Order also adds time for additional work documented on previous Change Orders 2, 4, 6 and also adds two months of barricades and traffic handling. **3M: County Convenience. Other.** Assessment of liquidated damages for late achievement of Substantial Completion.

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/Specifications 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 charges for time, overhead and profit, or loss of compensation as a result of this change.

THE CONTRACTOR Date 10/9/15

By

Typed/Printed Name Matt Gill

Typed/Printed Title OM

The following information must be provided

Time Ext. #: 2 Days added on this CO: 23

Amount added by this change order: ($94,758.39)

RECOMMENDED FOR EXECUTION:

Project Manager Date 10/9/15

N/A
Design Engineer Date

Program Manager Date 10/13/2015

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

0

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: *7* ***Project #*** *12IFB00036*

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
104-2015	REMOVING CONC (SIDEWALKS)	SY	$5.00	126.00	$630.00	13.00	139.00	$695.00	$65.00
104-2021	REMOVING CONC (CURB)	LF	$6.00	287.00	$1,722.00	(287.00)	0.00	$0.00	($1,722.00)
164-2009	BROADCAT SEED (TEM) (WARM)	SY	$0.07	35,132.00	$2,459.24	(35,132.00)	0.00	$0.00	($2,459.24)
164-2011	BROADCAST SEED (TEMP) (COOL)	SY	$0.07	35,132.00	$2,459.24	(17,566.00)	17,566.00	$1,229.62	($1,229.62)
247-2366	FL BS (CMP IN PLC)(TY A GR 5) (FINAL POS)	CY	$25.50	23,815.00	$607,282.50	410.00	24,225.00	$617,737.50	$10,455.00
310-2005	PRIME COAT (MC - 30 OR AE-P)	GAL	$4.00	14,633.00	$58,532.00	(3,463.00)	11,170.00	$44,680.00	($13,852.00)
420-2001	CL A CONC (MISC)	CY	$175.00	100.00	$17,500.00	(100.00)	0.00	$0.00	($17,500.00)
432-2001	RIPRAP (CONC) (4 IN)	CY	$410.00	275.00	$112,750.00	21.00	296.00	$121,360.00	$8,610.00
464-2010	RC PIPE (CL III) (42 IN)	LF	$116.00	1,037.00	$120,292.00	(2.00)	1,035.00	$120,060.00	($232.00)
464-2011	RC PIPE (CL III) (48 IN)	LF	$137.00	8.00	$1,096.00	(8.00)	0.00	$0.00	($1,096.00)
502-2001	BARRICADES, SIGNS & TRAFFIC HANDLING	MO	$3,800.00	21.50	$81,700.00	2.00	23.50	$89,300.00	$7,600.00
528-2003	COLORED TECTURED CONC (8")	SY	$95.00	47.00	$4,465.00	168.70	215.70	$20,491.50	$16,026.50
529-2002	CONC CURB (TY II)	LF	$11.00	287.00	$3,157.00	(287.00)	0.00	$0.00	($3,157.00)
530-2011	DRIVEWAYS (ACP)	SY	$45.00	875.00	$39,375.00	60.00	935.00	$42,075.00	$2,700.00
620-2009	ELEC CONDUIT (NO 6) BARE	LF	$1.00	410.00	$410.00	245.00	655.00	$655.00	$245.00
620-2010	ELEC CONDUIT (NO 6) INSULATED	LF	$1.30	815.00	$1,059.50	495.00	1,310.00	$1,703.00	$643.50
620-2011	ELEC CONSUIT (NO 8) BARE	LF	$1.00	5,688.00	$5,688.00	366.00	6,054.00	$6,054.00	$366.00
662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	$0.30	29,300.00	$8,790.00	(5,234.00)	24,066.00	$7,219.80	($1,570.20)
662-2027	WK ZN PAV MEK NON-REMOV (W) (WORD)	EA	$100.00	34.00	$3,400.00	(4.00)	30.00	$3,000.00	($400.00)
662-2064	WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	$0.80	1,294.00	$1,035.20	(1,294.00)	0.00	$0.00	($1,035.20)
662-2065	WK ZN PAV MRK REMOV (W) 4" (DOT)	LF	$1.00	192.00	$192.00	(168.00)	24.00	$24.00	($168.00)
662-2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	$0.70	7,047.00	$4,932.90	(7,047.00)	0.00	$0.00	($4,932.90)
TOTALS					$1,078,927.58			$1,076,284.42	($2,643.16)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 7 ***Project # 12IFB00036***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
662-2079	WK ZN PAV MRK REMOV (W) 24" (SLD)	LF	$6.00	579.00	$3,474.00	(539.00)	40.00	$240.00	($3,234.00)
662-2075	WK ZN PAV MRK REMOV (W) 8" (SLD)	LF	$1.30	840.00	$1,092.00	(840.00)	0.00	$0.00	($1,092.00)
662-2084	WK ZN PAV MRK REMOV (W) (ARROW)	EA	$150.00	9.00	$1,350.00	(9.00)	0.00	$0.00	($1,350.00)
662-2094	WK ZN PAV MRK REMOV (W) (WORD)	EA	$150.00	4.00	$600.00	(4.00)	0.00	$0.00	($600.00)
662-2097	WK ZN PAV MRK REMOV (Y) 4" (BRK)	LF	$1.00	184.00	$184.00	(184.00)	0.00	$0.00	($184.00)
662-2098	WK ZN PAV MRK REMOV (Y) 4" (DOT)	LF	$1.00	189.00	$189.00	(189.00)	0.00	$0.00	($189.00)
662-2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	$0.80	3,987.00	$3,189.60	(3,987.00)	0.00	$0.00	($3,189.60)
666-2012	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	LF	$0.40	21,877.00	$8,750.80	1,033.00	22,910.00	$9,164.00	$413.20
666-2036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	LF	$0.90	9,705.00	$8,734.50	350.00	10,055.00	$9,049.50	$315.00
666-2042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	LF	$2.00	10,167.00	$20,334.00	(4,144.00)	6,023.00	$12,046.00	($8,288.00)
666-2048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	LF	$6.00	608.00	$3,648.00	115.00	723.00	$4,338.00	$690.00
666-2054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	W	$100.00	51.00	$5,100.00	5.00	56.00	$5,600.00	$500.00
666-2096	REFL PAV MRK TY I (W) (WORD) (100MIL)	W	$100.00	51.00	$5,100.00	4.00	55.00	$5,500.00	$400.00
666-2105	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	LF	$0.40	240.00	$96.00	(36.00)	204.00	$81.60	($14.40)
666-2111	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	LF	$0.40	3,792.00	$1,516.80	210.00	4,002.00	$1,600.80	$84.00
672-2015	REFL PAV MRKR TY I-A-A	EA	$4.00	139.00	$556.00	(4.00)	135.00	$540.00	($16.00)
5445-2001	DEAD END ROADWAY BARRICADE	LF	$25.00	40.00	$1,000.00	(16.00)	24.00	$600.00	($400.00)
6834-2001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	$1.00	1,000.00	$1,000.00	(872.00)	128.00	$128.00	($872.00)
9005-2001	DRILLED HOLES	LF	$82.00	320.00	$26,240.00	(110.00)	210.00	$17,220.00	($9,020.00)
9005-2002	COMPACTION GROUTING	CF	$7.00	672.00	$4,704.00	(322.00)	350.00	$2,450.00	($2,254.00)
RR-510-W1	PIPE, 30" DIA, DUCTILE IRON CLASS 250	LF	$450.00	59.00	$26,550.00	(4.00)	55.00	$24,750.00	($1,800.00)
RR-610-2001	PROTECTIVE FENCING TYPE A	LF	$2.00	4,321.00	$8,642.00	(3,191.00)	1,130.00	$2,260.00	($6,382.00)
RR-610-2002	TREE WELL	EA	$8,500.00	8.00	$68,000.00	(1.00)	7.00	$59,500.00	($8,500.00)
999-0003	FORCE ACCOUNT: CLOSURE OF KARST FEATURES	DOL	$1.00	250,000.00	$250,000.00	(40,707.43)	209,292.57	$209,292.57	($40,707.43)
9605-WC01	LIQUIDATED DAMAGES	DAY	($1,285.00)	0.00	$0.00	5.00	5.00	($6,425.00)	($6,425.00)
The "Totals" from Table B of the previous work sheet:					$1,078,927.58			$1,076,284.42	($2,643.16)
TOTALS					$1,528,978.28			$1,434,219.89	($94,758.39)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

RM 620 Safety Improvements
Williamson County Project No. 12IFB00036

Change Order No. 7

Reason for Change

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

This Change Order adds twenty three (23) days to the Contract time for additional work documented on previous Change Order Nos. 2, 4, and 6. Two additional months of barricades and traffic handling are being added for the overall time extension of 62 days. This Change Order also adds a Contract Item to assess the liquidated damages for achieving Substantial Completion on December 4, 2014. Substantial Completion was due November 29, 2014, a total of 649 days after time charges began on February 19, 2013. Special Provision 000-2332 of the Contract specifies a liquidated damages amount of $1285.00 per day for contracts more than $10,000,000 but less than $20,000,000.

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

ITEM	DESCRIPTION	QTY	UNIT
9605-WC01	LIQUIDATED DAMAGES	5	DAY

This Change Order results in a net decrease of $94,758.39 to the Contract amount, for an adjusted Contract total of $11,835,855.63. The original Contract amount was $11,281,112.60. As a result of this and all Change Orders to-date, $554,743.03 has been added to the Contract, resulting in a 4.92% net increase in the Contract cost. Twenty three (23) additional days will be added to the Contract as a result of this Change Order for a total of 649 days.

HNTB Corporation

James Klotz, P.E.

HNTB Corporation
The HNTB Companies
Infrastructure Solutions

14 Galloping Road
Round Rock, TX 78681

Telephone (512) 744-9082
Facsimile (512) 218-9940
www.hntb.com

HNTB

Matt Gold
Operations Manager
CF Jordan Construction
15603 N IH 35
Pflugerville, TX 78660

August 18, 2015

Re: Williamson County Road Bond Program
RM 620 Safety Improvements
Williamson County Project No. 12IFB00036
Request for Additional Days and Cost Associated with Additional Days

Dear Matt;

HNTB have received your request for additional time and compensation for work done on 12IFB00036 RM 620 – Safety Improvements. Below is a summarized response to your letter dated 07/01/2015.

- HNTB agrees to compensate C F Jordan Construction for 39 days of overhead at a rate of $1159.09 per day as requested, for a total of $45,204.51. Since the is for the 39 days added in Change Order #4 for delays due to the karst feature.
- HNTB agrees to add 23 days of time to the contract per C F Jordan's Request for Additional Days (see attached) in items: 2 (5 days), 3 (4 days), 5 (4 days), 7 (5 days), and 8 (5 days).
- HNTB will charge 5 days of liquidated damages at a rate of $1,285.00 per day for a total of $6,425.00. Contract time charges started on February 19, 2013 and ended on December 4, 2014 for a total of 654 days. The original contract time was 587 days. The County added 39 days in Change Order No. 4, plus the 23 days agreed to be added in the Balancing Change Order, for a total of 649 days granted.
- The net result of this proposal compensates CF Jordan Construction a total of $38,779.51.

These changed will be reflected on Change Order No. 7.

Let me know if you have any questions or would like to discuss these issues further.

Best regards,

Clayton K. Weber
Project Manager
HNTB

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence.

July 1, 2015

Clayton Weber
HNTB

RE: **Request for Additional Days and Cost Associated with Additional Days**
Project Name: RM 620 Safety Improvements
Project No.: C 683-01-079
Control No.: 0683-01-079
County: Williamson

Mr. Weber,

CF Jordan is requesting Additional days and direct job cost associated with the additional days, for the following change orders:

1. Change order # 1 – CF Jordan is requesting 4 days for the additional clearing and spreading of mulch. Crews were unable to start excavation and Embankment until the clearing activities were complete.

2. Change order # 2 – CF Jordan is requesting 5 days for the additional work and down time involved in Cave # 3, 4, & 5. Work included safety, erosion control items, and providing access to TCEQ. Crews were unable to install or perform critical items Storm systems Line J14, Line H12 and Pond A Excavation.

3. Change order # 4 (1B) – CF Jordan is requesting 4 days for Modifications and down time due to Design Conflicts with Inlets G1, G4, G7, & G8. CF Jordan was unable to install critical items curb and gutter, Asphalt, etc. due to the design error.

4. Change order # 4 (3L) - CF Jordan is requesting 2 days for the Business Access Sign installation. CF Jordan was unable to install Concrete Drwys until Signs were installed.

5. Change order # 4 (6C) – CF Jordan is requesting 4 days for Inlet L2 and L4 relocation and Cast-in-place tops. AT&T ductbank was in conflict with the proposed location of inlets. Requested days are for down time and modifications.

6. Change order # 4 – 38 days granted for Cave # 2 - complete

7. Change order # 6 – CF Jordan is requesting 5 days for the Brushy Creek Mud Waterline and Waste Water line conflict at Great Oaks. CF Jordan was unable to complete Great Oaks intersection modification until Water and Waste Water was relocated.

8. Change order # 6 – CF Jordan is requesting 5 days for the Brushy Creek Mud Waterline and Waste Water Manhole conflict at Sta 331+00. CF Jordan was unable to install Storm System Line C4 until Water and Waste Water Manhole was relocated. CF Jordan was unable to install the split casing due to the 22 ½ bend that was not shown on the plans.

CF Jordan is requesting job overhead cost associated with the additional days and would except the Txdot percent method. See attached spreadsheet for breakdown.

JORDAN FOSTER CONSTRUCTION

15603 North IH 35
Pflugerville, TX 78660
P: 512.990.8313
F: 512.990.3785

A Foundation of Excellence.

Respectfully,

Matt Gold
Operation Manager
Jordan Foster Construction

SPECIAL PROVISION

000--2332

Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated
From More Than	**To and Including**	**Damages per Working Day**
0	100,000	**570**
100,000	500,000	**590**
500,000	1,000,000	**610**
1,000,000	1,500,000	**685**
1,500,000	3,000,000	**785**
3,000,000	5,000,000	**970**
5,000,000	10,000,000	**1125**
10,000,000	20,000,000	**1285**
20,000,000	Over 20,000,000	**2590**

Commissioners Court - Regular Session **15.**

Meeting Date: 10/20/2015

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the October 2015 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Dawn Haggard		Started On: 10/15/2015 09:21 AM
Final Approval Date: 10/15/2015		

ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

WILLIAMSON COUNTY
1848

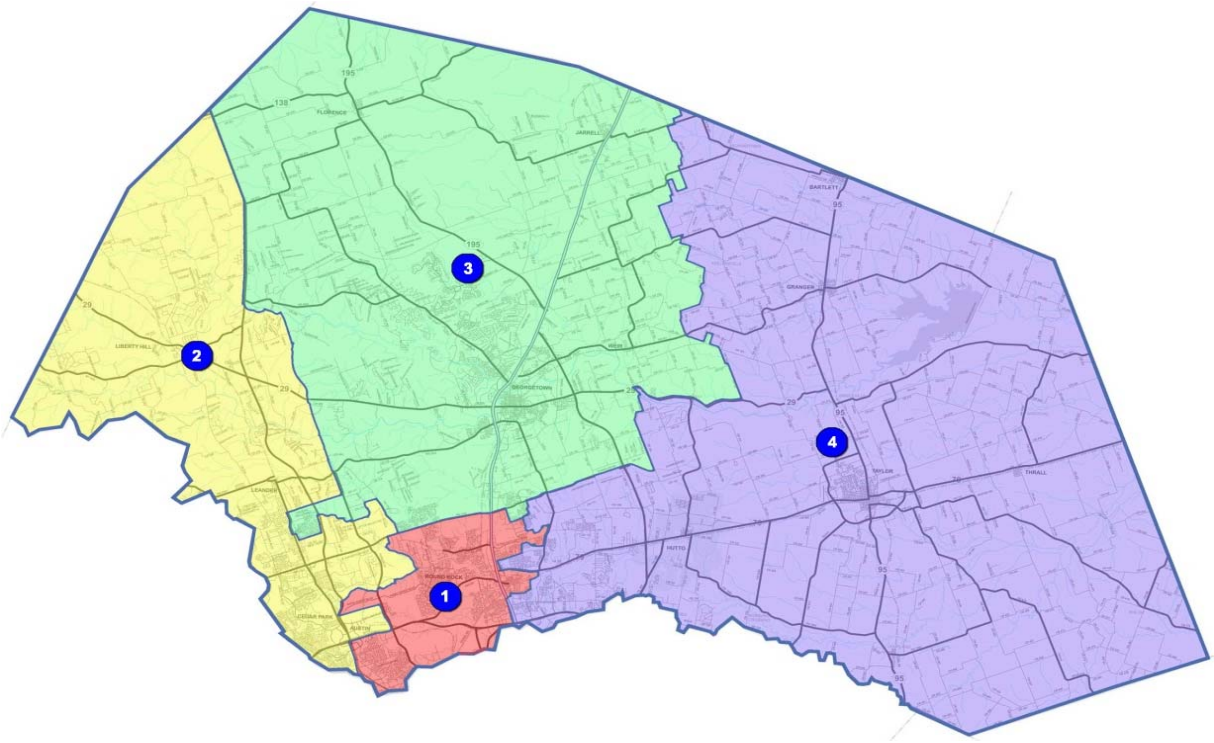
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

October 2015

WWW.ROADBOND.ORG

Volume XIV - Issue No.10



Presented By:

PRIME STRATEGIES, INC.

HNTB

Table of Contents



Completed Projects 1

PRECINCT No. 1 – Commissioner Lisa Birkman 2

RM 620 Safety Improvements (Cornerwood Dr. to Wyoming Springs Dr.) 3

PRECINCT No. 2 – Commissioner Cynthia Long 5

Lakeline Blvd. Extension Phase 2 (RM 2243 to Old Quarry Rd.) 6

PRECINCT No. 3 – Commissioner Valerie Covey 7

IH 35 Northbound Frontage Road (Westinghouse to SH 29) 8

CR 245 (North of FM 2338) 11

PRECINCT No. 4 – Commissioner Ron Morrison 13

CR 108 (US 79 to Limmer Loop) 14

CR 170 (South of SH 45 to North of Pflugerville Parkway) 15

WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2015

Precinct 1

- Pond Springs Road (signal) – Jul 2002
- McNeil Road, Phase 1 – Jan 2005
- McNeil Road, Phase 2 – Feb 2007
- RM 620, Phase 1 – Jan 2009
- Pond Springs Road – Sep 2010
- County Road 174 @ Brushy Creek – Jun 2011
- O'Connor Drive Extension – Apr 2012
- King of Kings Crossing – Aug 2012
- RM 620 Safety Improvements – Dec 2014

Precinct 2

- RM 1869 @ SH 29 (signal) – Aug 2002
- County Road 175 – Jun 2003
- River Bend Oaks – Aug 2003
- County Road 200 – Sep 2003
- Ronald Reagan Blvd, South Ph. 1 – Dec 2004
- County Road 214 – Feb 2005
- County Road 258 – Sep 2006
- San Gabriel Pkwy, Ph. 1 – Feb 2007
- Lakeline Blvd – Jul 2007
- Ronald Reagan Blvd North Ph. 1 – Mar 2007
- Ronald Reagan Blvd South Ph. 2 – Feb 2008
- US 183 @ San Gabriel Pkwy – Feb 2008
- County Road 175 Phase 2A – Jan 2010
- US 183 @ FM 3405 Traffic Signal – Mar 2010
- US 183 @ FM 3405 Left Turn Lanes – May 2010
- County Road 214 Phase 2A – Jan 2011
- San Gabriel Parkway Ph. 2 – Oct 2011
- US 183 (PTF) – Apr 2012
- SH 29 TWLTL Liberty Hill – Dec 2012
- Hero Way – Feb 2013
- County Roads 260/266 – Apr 2013
- County Road 277 – Jul 2014
- Lakeline Blvd at US 183 – Nov 2014
- Lakeline Blvd Ph. 2 – Apr 2015

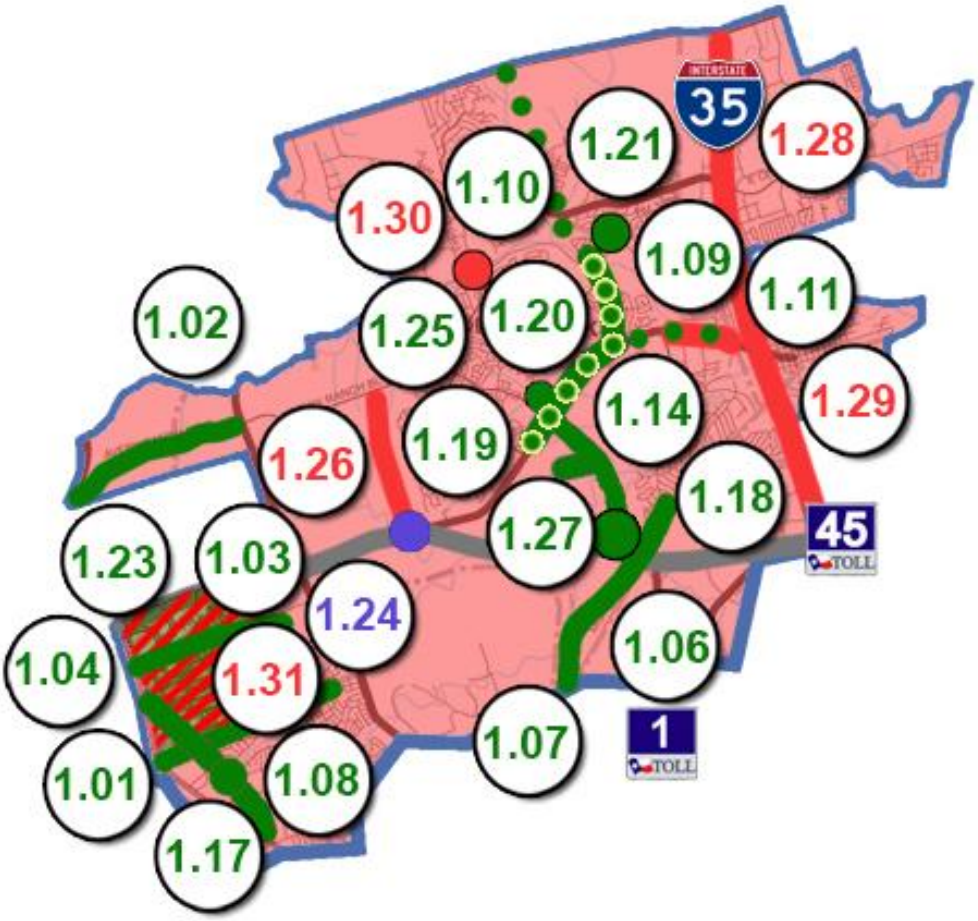
Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop Project 2 – Jun 2004
- Georgetown Inner Loop East Extension – Aug 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 @ SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop @ FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 @ Park Pl & Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014

Precinct 4

- Bridge Replacmnts (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- County Road 368 & 369 – Nov 2002
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 @ Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015

PRECINCT 1
COMMISSIONER BIRKMAN



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road – Phase 1
1.07 McNeil Road – Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass @ SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study
1.25 King of Kings Crossing

Under Construction / Bidding

1.24 Pearson Ranch Underpass @ SH 45/RM 620

In Design

1.26 Pearson Ranch Road
1.28 IH 35 Operational Analysis
1.29 RM 620 Overpass @ Railroad / Chisholm Trail
1.30 Great Oaks at Brushy Creek
1.31 Forest North Drainage Improvements

RM 620 Safety Improvements (Cornerwood to Wyoming Springs)
Project No. 12IFB00036 Original Contract Price = $11,281,112.60

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted	Total Bid Days	Days Added	Total Days
10/17/2012	12/4/2012	2/4/2013	2/7/2013	12/4/2014		587	39	626

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	2/11/2013	2/28/2013	10	$480,434.00	$480,434.00	4	2
2	3/1/2013	3/31/2013	31	$282,266.70	$762,700.70	6	7
3	4/1/2013	4/30/2013	30	$653,237.30	$1,415,938.00	12	11
4	5/1/2013	5/31/2013	31	$719,137.75	$2,135,075.75	18	16
5	6/1/2013	6/30/2013	30	$745,487.08	$2,880,562.83	24	21
6	7/1/2013	7/31/2013	31	$408,509.40	$3,289,072.23	28	26
7	8/1/2013	8/31/2013	31	$424,063.01	$3,713,135.24	31	31
8	9/1/2013	9/30/2013	30	$360,790.23	$4,073,925.47	34	36
9	10/1/2013	10/31/2013	31	$828,037.80	$4,901,963.27	41	41
10	11/1/2013	11/30/2013	30	$402,459.60	$5,304,422.87	44	46
11	12/1/2013	12/31/2013	31	$232,615.66	$5,537,038.53	46	50
12	1/1/2014	1/31/2014	31	$416,070.79	$5,953,109.32	50	55
13	2/1/2014	2/28/2014	28	$381,427.58	$6,334,536.90	53	60
14	3/1/2014	3/31/2014	31	$446,512.67	$6,781,049.57	57	65
15	4/1/2014	4/30/2014	30	$345,178.65	$7,126,228.22	60	70
16	5/1/2014	5/31/2014	31	$449,466.57	$7,575,694.79	63	75
17	6/1/2014	6/30/2014	30	$478,909.98	$8,054,604.77	68	79
18	7/1/2014	7/31/2014	31	$271,988.48	$8,326,593.25	70	84
19	8/1/2014	8/31/2014	31	$806,486.83	$9,133,080.08	77	89
20	9/1/2014	9/30/2014	30	$692,296.92	$9,825,377.00	82	94
21	10/1/2014	10/31/2014	31	$1,378,396.96	$11,203,773.96	94	99
22	11/1/2014	11/30/2014	30	$159,808.69	$11,363,582.65	95	104
23	12/1/2014	12/31/2014	4	$51,645.63	$11,415,228.28	96	104
24	1/1/2015	1/30/2015	0	$195,116.44	$11,610,344.72	97	104
25	2/1/2015	2/28/2015	0	$21,727.30	$11,632,072.02	97	104
26	3/1/2015	3/31/2015	0	$29,302.50	$11,661,374.52	98	104
27	7/1/2015	7/31/2015	0	$75,259.28	$11,736,633.80	98	111
28	8/1/2015	8/31/2015	0	$18,005.50	$11,754,639.30	99	104
29	9/1/2015	9/30/2015	0	$59,766.33	$11,814,405.63	99	104

10/2/2015 Comments - TxDOT has accepted the project. The Certificate of Completion has been issued effective 5/1/2015. The GEC is coordinating with the Contractor for closeout documents. The Notice of Termination was issued.

Change Order Number	Approved	Cost This CO	Total COs
01	8/13/2013	55,261.60	55,261.60

3F: County Convenience. Additional work desired by the County. This Change Order extends Contract item 100-2002 Prepare ROW to compensate the Contractor for clearing of dead trees and shrubs to eliminate fire hazards east of the project to Deep Wood Drive. 4D: Third Party Accommodation. Other. This Change Order adds modifications to the water quality ponds required by TCEQ, in response to comments received too late to incorporate prior to letting. 2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract force account item to compensate the Contractor to secure and protect karst features discovered during construction.

Change Order Number	Approved	Cost This CO	Total COs
02	9/24/2013	250,000.00	305,261.60

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract force account item to compensate the Contractor for the closure of karst features discovered during construction operations. The closures will be conducted in accordance with the approved TCEQ closure plans.

Change Order Number	Approved	Cost This CO	Total COs
03	5/8/2014	53,139.41	358,401.01

3F: County Convenience. Additional work desired by the County. This Change Order modifies the design of the east end of the project to better accommodate future construction and replaces flex base with Type B hot mix asphalt at the intersections of Cornerwood and Great Oaks with RM 620 in order to minimize inconveniences to the travelling public. 1A: Design Error or Omission. Incorrect PS&E. Adds signal-related items that were shown in the original signal layout plan sheets but were inadvertently not quantified.

Change Order Number	Approved	Cost This CO	Total COs
04	3/31/2015	31,478.82	389,879.83

1B: Design Error or Omission. Other. This Change Order adds additional Contract quantities and new Contract items for the addition of MBGF at Culvert G in response to concerns regarding safety and the removal of MBGF at the funeral home driveway to address sight distance. Two new Contract items were also added to address connections of existing storm sewers into the new storm system and modification of four curb inlets. 3L: County Convenience. Public relations improvement. This Change Order adds new Contract items for business access signs and a temporary pedestrian signal at the Great Oaks intersection. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a new Contract item to modify Inlets L2 and L4 to clear the existing AT&T duct bank. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds new Contract items and adjusts existing items for revisions to various items of work. This Change Order also adds time for the delay due to the discovery and mitigation of the karst feature.

Change Order Number	Approved	Cost This CO	Total COs
05	6/9/2015	$156,084.39	545,964.22

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides for the balancing of the overrun/underrun of the final asphalt pavement quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities and accounts for the actual specific weight of the material. This Change Order also adjusts the bonus/penalty payment for ride quality and the placement and production of asphalt pavement on the project, as well as deducts the unused flexible base repair quantities no longer needed due to TxDOT performing the pavement repairs. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order deletes Contract quantities of asphalt and aggregates for the Item 316 Seal Coat components and adds a new Contract Item 316-9999 for a trackless tack coat.

Change Order Number	Approved	Cost This CO	Total COs
06	8/11/2015	103,537.20	649,501.42

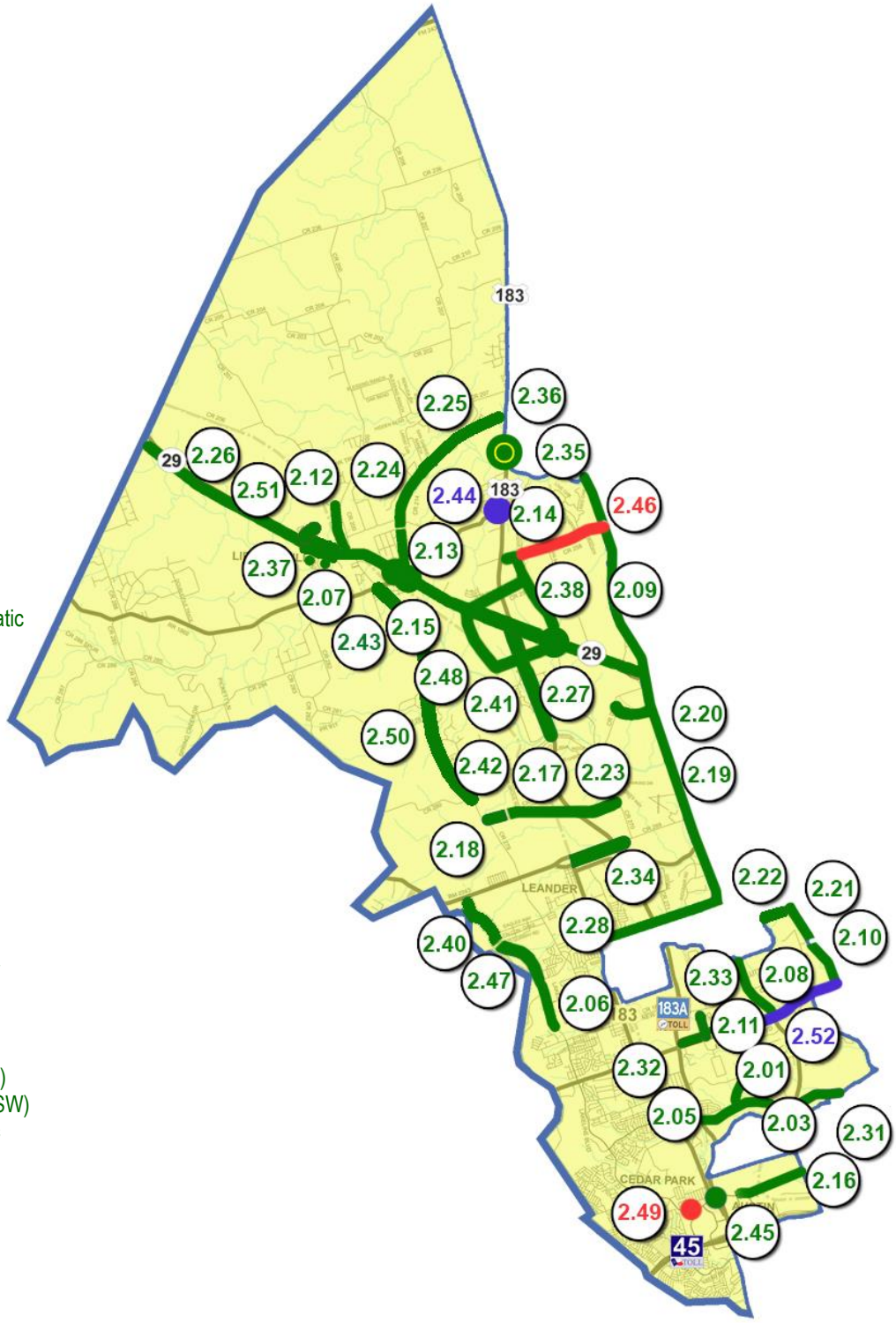
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the balancing of the overrun/underrun of Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities and add new Contract items for various work. This Change Order does not include any additional time. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order also compensates the Contractor for the investigation to locate an existing Brushy Creek Municipal Utility District (BCMUD) waterline and for the installation of additional pipe for the connection to the existing waterline.

Adjusted Price = $11,930,614.02

PRECINCT 2
COMMISSIONER LONG

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd.
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 @ SH 29
2.16 Lakeline Blvd.
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.33 Cottonwood Creek Trail (CR 185)
2.34 Hero Way
2.35 US 183 @ FM 3405 Traffic Signal
2.36 US 183 @ FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 @ SH 29
2.40 Lakeline Blvd. Phase 2
(Old Quarry Rd. to Old 2243
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.45 Lakeline Blvd. @ US 183
2.47 Lakeline Blvd. Phase 3
(Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic
(CR 280 to SH 29)



Under Construction / Bidding

2.44 US 183 @ RM 1869
2.52 RM 1431 at Parmer/Reagan CFI

In Design

2.46 CR 258 (Sunset Ridge to Reagan Blvd.)
2.49 Lakeline Blvd. Right Turn Lanes

Lakeline Blvd. Extension Phase 2 (Old RM 2243 to Old Quarry Rd.)
Project No. 14IFB00219

Original Contract Price = $2,768,985.10

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
1/8/2014	2/11/2014	3/7/2014	3/17/2014	4/17/2015			270	20	290

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/17/2014	3/31/2014	15	$136,125.90	$136,125.90	$15,125.10	$15,125.10	5	5
2	4/1/2014	4/30/2014	30	$91,162.13	$227,288.03	$10,129.13	$25,254.23	9	16
3	5/1/2014	5/31/2014	31	$66,405.38	$293,693.41	$7,378.37	$32,632.60	12	26
4	6/1/2014	6/30/2014	30	$88,458.87	$382,152.28	$9,828.76	$42,461.36	15	37
5	7/1/2014	7/31/2014	31	$198,727.68	$580,879.96	$22,080.86	$64,542.22	23	47
6	8/1/2014	8/31/2014	31	$198,526.25	$779,406.21	$22,058.47	$86,600.69	31	58
7	9/1/2014	9/30/2014	30	$173,373.75	$952,779.96	$19,263.75	$105,864.44	38	68
8	10/1/2014	10/31/2014	31	$232,433.64	$1,185,213.60	$25,825.96	$131,690.40	47	79
9	11/1/2014	11/30/2014	30	$553,168.36	$1,738,381.96	-$40,196.61	$91,493.79	66	89
10	12/1/2014	12/31/2014	31	$138,144.25	$1,876,526.21	$7,270.75	$98,764.54	71	100
11	1/1/2015	1/31/2015	31	$283,931.25	$2,160,457.46	$14,943.75	$113,708.29	82	111
12	2/1/2015	2/28/2015	28	$51,543.20	$2,212,000.66	$2,712.80	$116,421.09	84	120
13	4/1/2015	4/30/2015	27	$260,193.60	$2,472,194.26	$13,694.40	$130,115.49	94	130
14	5/1/2015	5/31/2015	0	$111,980.36	$2,584,174.62	$5,893.90	$136,009.39	98	130
15	8/1/2015	8/31/2015	0	$24,787.97	$2,608,962.59	$1,304.63	$137,314.02	99	130

10/2/2015 Comments - DNT has completed the punchlist items, with the exception of vegetation establishment. The GEC is coordinating with DNT on final quantities and processing the last change orders on the project.

Change Order Number	Approved	Cost This CO	Total COs
01	5/26/2015	-5,476.08	-5,476.08

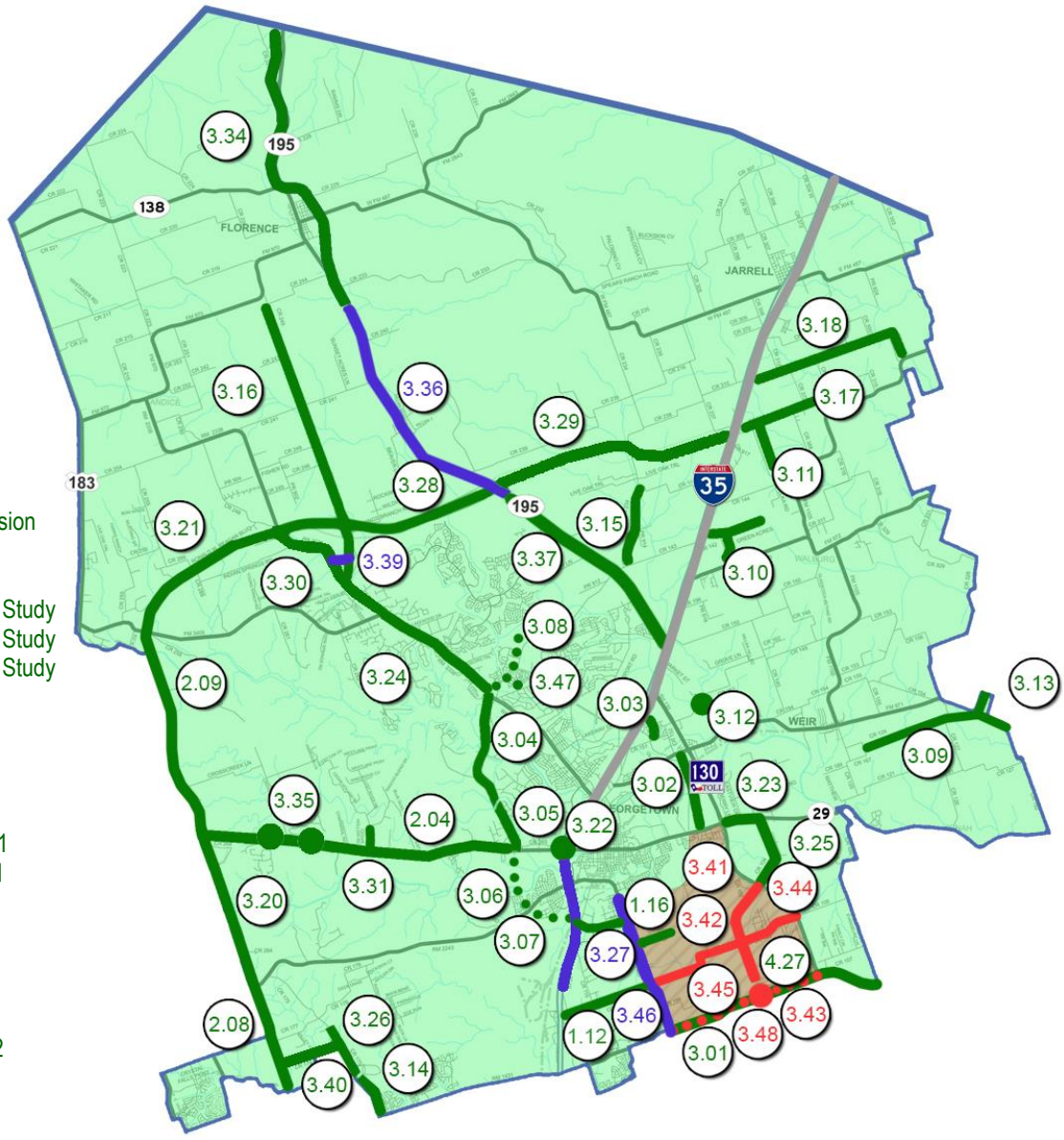
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order compensates the Contractor for various revisions to the original Contract items and adds new Contract items for regrading a ditch, relocating driveway pipe, mitigation of a karst feature discovered during construction, and fence repair. 4B.Third Party Accommodation: Third party requested work. This Change Order also adds work to the Contract that fulfills commitments made by the City of Leander in the right of way acquisition agreements with property owners. The City of Leander will pay for the additional work called out in the right of way acquisition agreements.

Change Order Number	Approved	Cost This CO	Total COs
02	9/1/2015	18,766.35	13,290.27

3M: County Convenience. Other. As required by Item 3268, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project. 3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for additional small signs and object markers to be installed along the roadway.

Adjusted Price = $2,782,275.37

PRECINCT 3
COMMISSIONER COVEY



Completed/Open to Traffic

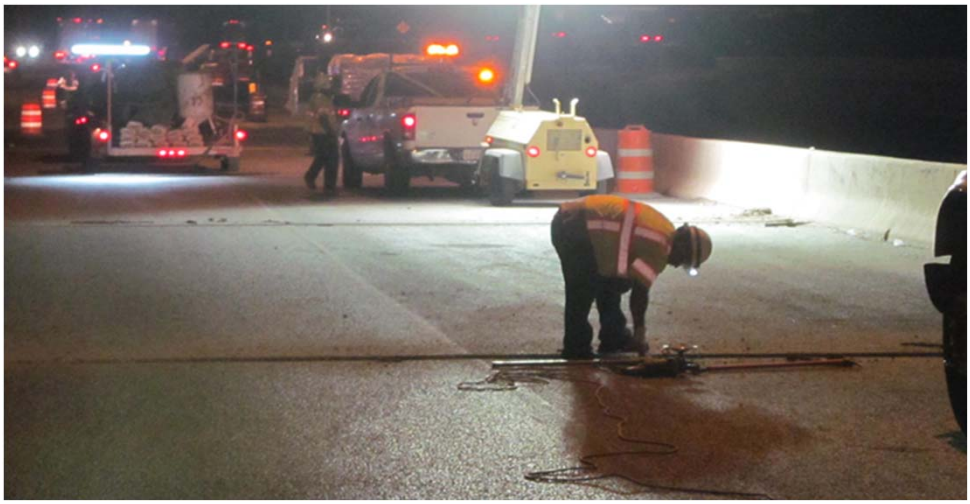
2.04 Cedar Hollow @ SH 29
3.01 Chandler Rd. – Phase 1
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
4.27 Chandler Rd. – Phase 2
3.22 IH-35 @ SH 29 Turnarounds (PTF)
3.23 SH 29/CR 104 – Phase 1
1.12 CR 111 (Westinghouse Rd.)
1.16 SE Inner Loop at FM 1460
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 @ Park Place Dr. & Jack Nicklaus Blvd.
3.37 SH 195 Project 3
3.40 CR 179
3.47 Madrid Drive Extension

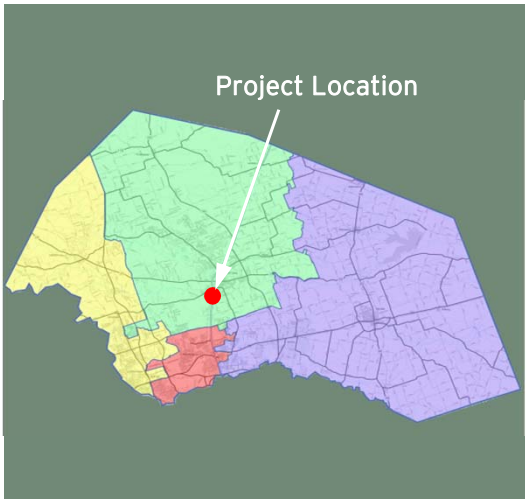
Under Construction / Bidding

3.27 IH-35 Northbound Frontage Rd. and Ramps (PTF)
3.36 SH 195 Project 2
3.39 CR 245 Realignment
3.46 FM 1460 North

In Design

3.41 CR 110 / Arterial A Study Area
3.42 CR 111 (FM 1460 to SH 130)
3.43 University Blvd. (Chandler Rd.) Expansion
3.44 CR 110 North (North of CR 107 to Inner Loop)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.48 CR 110 @ University Blvd. (Signal)



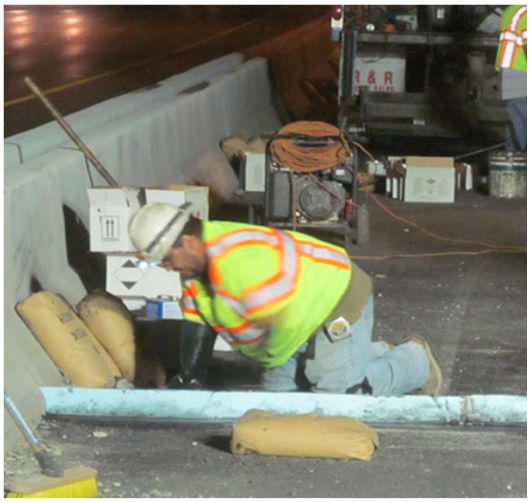


IH 35 NORTHBOUND FRONTAGE ROAD

(Westinghouse Rd. to SH 29)

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

Project Schedule: February 2013 - Fall 2015
Estimated Construction Cost: $20 Million



SEPTEMBER 2015 IN REVIEW



09/25/2018: Hunter completed paving the final permeable friction course (PFC) asphalt on the IH 35 northbound mainlanes and at all the ramp tie-ins. The Contractor removed the portable concrete traffic barrier along the shoulder at northbound Exit Ramp 259B, completed paving the Ty B and Ty C surface asphalt courses on the same ramp and opened the ramp to traffic. Hunter paved the Ty B and Ty C asphalt at the SBNB turnaround bridge and continued paving the Ty C surface asphalt on the NBFR from just south of FM 2243 to the tie-in south of SH 29. The Contractor milled the asphalt joints on FM 2243 and continued paving the Ty C surface course asphalt. Hunter shaped the ditches along both sides of northbound Exit Ramp 259B and placed topsoil along the NBFR in various locations. Subcontractor Royal Vista formed and placed concrete for the remaining two safety end treatments at the northbound Exit Ramp 259B Culvert. Subcontractor Primate began sawcutting and sealing the bridge joints on the South San Gabriel River Bridge. Subcontractor Levy completed the installation of the last three large guide signs throughout the project. Subcontractor Roadway Specialties (RSI) completed the placement of the rock rip rap at the South San Gabriel River Bridge Bent 5 and at Culvert 2 south of FM 2243. RSI also completed the rock rip rap at the backless inlets on northbound Exit Ramp 259B.

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

Williamson County
Pass Through Financing Program

HNTB

PRIME STRATEGIES, INC.

IH 35 Northbound Frontage Road (Westinghouse Rd. to SH 29)
Project No. 13IFB00108 Original Contract Price = $18,690,161.52

Letting	Award	Notice To Proceed	Begin Work	Anticipated Completion	Work Accepted	Total Bid Days	Days Added	Total Days
11/28/2012	12/18/2012	2/11/2013	4/1/2013	Fall 2015		548	223	771

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	2/25/2013	3/31/2013	0	$9,421.00	$9,421.00	0	0
2	4/1/2013	4/30/2013	30	$1,464,965.65	$1,474,386.65	7	4
3	5/1/2013	5/31/2013	31	$1,407,888.24	$2,882,274.89	14	8
4	6/1/2013	6/30/2013	30	$1,225,475.85	$4,107,750.74	21	12
5	7/1/2013	7/31/2013	31	$507,941.54	$4,615,692.28	23	16
6	8/1/2013	8/31/2013	31	$744,450.25	$5,360,142.53	27	20
7	9/1/2013	9/30/2013	30	$712,678.56	$6,072,821.09	30	24
8	10/1/2013	10/31/2013	31	$507,619.54	$6,580,440.63	33	28
9	11/1/2013	11/30/2013	30	$1,019,721.39	$7,600,162.02	38	32
10	12/1/2014	12/31/2014	31	$151,211.90	$7,751,373.92	39	36
11	1/1/2014	1/31/2014	31	$477,394.19	$8,228,768.11	41	40
12	2/1/2014	2/28/2014	28	$190,142.05	$8,418,910.16	42	43
13	3/1/2014	3/31/2014	31	$1,124,484.82	$9,543,394.98	48	47
14	4/1/2014	4/30/2014	30	$545,702.51	$10,089,097.49	50	51
15	5/1/2014	5/31/2014	31	$537,675.27	$10,626,772.76	53	55
16	6/1/2014	6/30/2014	30	$732,724.93	$11,359,497.69	57	59
17	7/1/2014	7/31/2014	31	$562,500.77	$11,921,998.46	60	63
18	8/1/2014	8/31/2014	31	$338,925.85	$12,260,924.31	61	67
19	9/1/2014	9/30/2014	30	$782,025.09	$13,042,949.40	65	71
20	10/1/2014	10/31/2014	31	$575,579.87	$13,618,529.27	68	75
21	11/1/2014	11/30/2014	30	$484,852.80	$14,103,382.07	71	79
22	12/1/2014	12/31/2014	31	$665,394.72	$14,768,776.79	74	83
23	1/1/2015	1/31/2015	31	$120,841.78	$14,889,618.57	74	87
24	2/1/2015	2/28/2015	28	$590,321.04	$15,479,939.61	77	87
25	3/1/2015	3/31/2015	31	$183,957.49	$15,663,897.10	78	91
26	4/1/2015	4/30/2015	30	$256,503.69	$15,920,400.79	80	95
27	5/1/2015	5/31/2015	31	$261,612.28	$16,182,013.07	81	99
28	6/1/2015	6/30/2015	30	$585,263.83	$16,767,276.90	84	103
29	7/1/2015	7/31/2015	31	$138,476.21	$16,905,753.11	85	107
30	8/1/2015	8/31/2015	31	$484,736.03	$17,390,489.14	87	111
31	9/1/2015	9/30/2015	30	$1,550,832.62	$18,941,321.76	95	115

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

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

Change Order Number	Approved	Cost This CO	Total COs
02	7/18/2013	25,000.00	127,415.22

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

Change Order Number	Approved	Cost This CO	Total COs
03	7/18/2013	134,242.61	261,657.83

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of a 6" waterline for the City of Georgetown to replace the existing waterline that is in conflict with the south abutment of the new South San Gabriel River Bridge. Twenty-four (24) days were added to the contract schedule. This Change Order is FHWA non-participating.

Change Order Number	Approved	Cost This CO	Total COs
04	10/10/2013	25,000.00	286,657.83

2I: Differing Site conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order adds a new force account item to the Contract for extra work necessary to repair or replace existing traffic safety items: metal beam guard fence, signs, devices, etc.; including material, manpower, and equipment associated with this work. 3M: County Convenience. Other. This Change Order also revises the item number of the first force account per TxDOT's direction. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
05	11/12/2013	146,697.00	433,354.83

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of an 8" waterline for the City of Georgetown to replace the existing waterline in conflict with the construction of the south abutment of the new South San Gabriel River Bridge. Change Order No. 5 deletes most of the items added previously by Change Order No. 3, which was processed simultaneously with the TxDOT permit for the waterline. This Change Orders reflects the final approved revisions to the waterline plans and the specifications for the work are the same as was added previously. This Change Order is FHWA nonparticipating. Six (6) days were added to the contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
06	5/13/2014	72,800.00	506,154.83

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

Change Order Number	Approved	Cost This CO	Total COs
07	5/13/2014	58,193.51	564,348.34

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

Change Order Number	Approved	Cost This CO	Total COs
08	1/6/2015	18,805.73	583,154.07

3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contact item to compensate the Contractor to extend an existing storm drain outfall at Station 221+35.89, 34.55' left in order to grade the adjacent ground at a 1:1 slope. 1A: Design Error or Omission. Incorrect PS&E. This Change Order also adds a new Contract item for 18" RCP SETs sloped at 6:1 for use on the ends of driveway culvert pipe. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
09	3/10/2015	182,104.70	765,258.77

3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contract Items and adjusts various Contract quantities for the installation of railroad signals, railroad crossing arms and modifications to the traffic signals at Inner Loop to incorporate preemption for the Georgetown Railroad crossing of the northbound frontage road just north of Inner Loop. This work was originally designated in the plans to be performed by others, but after additional discussions and in accordance with the Three Party Railroad Agreement between TxDOT, Williamson County and Georgetown Railroad, will be installed in with the construction contract. These items are in CSJ 0015-09-160. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
10	4/14/2015	16,295.16	781,553.93

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds 180 days to the Contract duration and an additional 6 months of Barricades, Signs and Traffic Handling quantity on the Contract for delays to the scheduled work due to utility conflicts that were encountered during construction. The conflicts prevented the Contractor from constructing portions of the project according to their approved construction schedule. This Change Order is not eligible for FHWA participation. The quantity of barricades will be added to CSJ 0015-09-160.

Change Order Number	Approved	Cost This CO	Total COs
11	7/14/2015	65,545.20	847,099.13

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.

Change Order Number	Approved	Cost This CO	Total COs
12	7/14/2015	15,159.85	862,258.98

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.

Change Order Number	Approved	Cost This CO	Total COs
13	8/18/2015	384,163.85	1,246,422.83

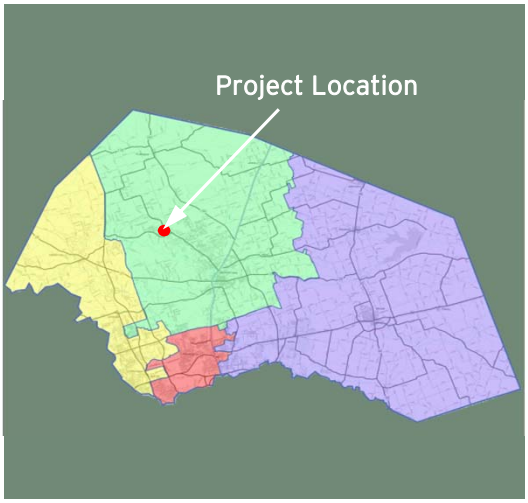
4B: Third Party Accommodation. Third party requested work. This Change Order adds additional quantities to extend the limits of the milling, PFC asphalt overlay, and pavement markings to the full width of the northbound mainlanes of IH 35 in accordance with Amendment No. 1 of the Advance Funding Agreement for CSJ 0015-09-170. The Change Order also adds new Contract items for replacement of the bridge joint material on the South San Gabriel River Bridge and additional construction mobilization. The additional scope was requested by TxDOT. This Change Order is eligible for reimbursement by FHWA.

Change Order Number	Approved	Cost This CO	Total COs
14	9/29/2015	60,000.00	1,306,422.83

3F: County Convenience. Additional work desired by the County. This Change Order adds Contract quantities for additional pavement markings and moving the concrete traffic barrier for the temporary entrance ramp from the new northbound frontage road to the IH 35 mainlanes just south of SH 29 (CSJ: 0015-09-160). Previous Change Order 11 added contract quantities for detour pavement and the 24" RCP, to compensate the Contractor for the construction of this temporary entrance ramp. The ramp eliminated the need to proceed through the SH 29 intersection to access IH 35 mainlanes during the construction of the permanent entrance ramp, thus minimizing the congestion of traffic at SH29. This Change Order is eligible for FHWA participation.

Adjusted Price = $19,996,584.35





CR 245 REALIGNMENT
(North of FM 2338)

Project Length: .228 Miles
Roadway Classification: Rural Arterial
Roadway Section: Two-lane Undivided

Project Schedule: April 2015 - September 2015
Estimated Construction Cost: $0.6 Million



SEPTEMBER 2015 IN REVIEW

09/04/2015: Kwest began processing second course flex base between Sta 8+50 and 11+50. The Contractor poured the safety end treatments (SET) for Driveway 1.

09/11/2015: Kwest completed processing second course flex base from Sta 8 +50 to 11+50. The Contractor also completed construction of the SETs at Driveway 1 on CR 245 and spreading topsoil.

09/18/2015: Kwest completed finishing flex base throughout the project. Subcontractor Ramming Paving primed for asphalt placement and completed paving Ty B asphalt.

09/25/2018: Subcontractor Ramming Paving completed paving the Ty D asphalt course. Kwest completed backfilling the new pavement edges. Traffic was opened to the final alignment on Saturday, 9/19/15. Subcontractor Flasher began installing the pavement markings.

10/02/2015: Subcontractor Flasher installed the final pavement markings from Sta 0+00 to 12+00. Subcontractor ESS began installing small signs throughout the project limits and spread grass seed on the completed slopes.



Design Engineer: Steger Bizzell
Contractor: Kwest Group
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 245 Realignment
Project No. 15IFB102

Original Contract Price = $589,829.11

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted		Total Bid Days	Days Added	Total Days
2/18/2015	3/11/2015	4/10/2015	4/22/2015	Fall 2015			150	0	150

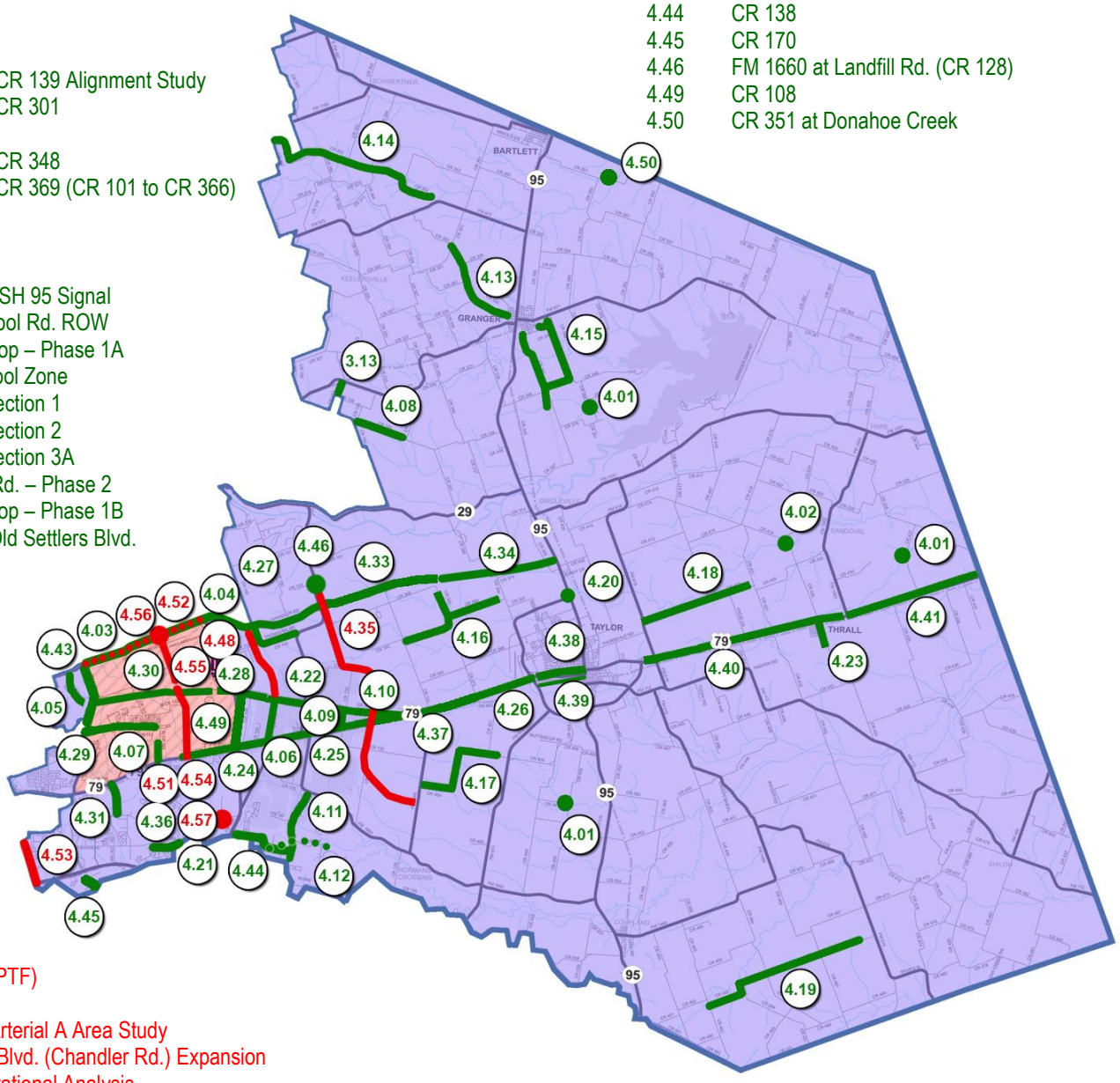
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/20/2015	5/31/2015	42	$37,176.75	$37,176.75	$4,130.75	$4,130.75	7%	28
2	6/1/2015	10/6/2015	128	$418,332.94	$455,509.69	$50,612.19	$54,742.94	87%	113

Adjusted Price = $589,829.11

PRECINCT 4
COMMISSIONER MORRISON

Completed/Open to Traffic

4.01 Bridge Replacements Phase 1 (CR 390, 406 & 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
3.13 CR 157
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.49 CR 108
4.50 CR 351 at Donahoe Creek



In Design

4.35 FM 1660 (PTF)
4.48 CR 119
4.51 CR 110 / Arterial A Area Study
4.52 University Blvd. (Chandler Rd.) Expansion
4.53 IH 35 Operational Analysis
4.54 CR 110 South (US 79 to Limmer Loop)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 @ University Blvd. (Signal)
4.57 Gattis School Rd. @ Winterfield Dr. (Signal)

Under Construction/Bidding

No current projects at this time

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

Original Contract Price = $3,187,303.97

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
12/31/2012	2/5/2013	2/7/2013	2/22/2013	11/20/2013			270	0	270

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/1/2013	3/31/2013	27	$44,458.91	$44,458.91	$4,939.88	$4,939.88	2	10
2	4/1/2013	4/30/2013	30	$320,056.05	$364,514.96	$35,561.78	$40,501.66	12	21
3	5/1/2013	5/31/2013	31	$432,660.07	$797,175.03	$48,073.34	$88,575.00	27	33
4	6/1/2013	6/30/2013	30	$488,513.65	$1,285,688.68	$54,279.30	$142,854.30	44	44
5	7/1/2013	7/31/2013	31	$242,874.06	$1,528,562.74	$26,986.00	$169,840.30	52	55
6	8/1/2013	8/31/2013	31	$287,485.39	$1,816,048.13	$31,942.83	$201,783.13	62	67
7	9/1/2013	9/30/2013	30	$169,149.38	$1,985,197.51	$18,794.37	$220,577.50	68	78
8	10/1/2013	10/31/2013	31	$372,736.83	$2,357,934.34	-$96,475.69	$124,101.81	76	89
9	11/1/2013	11/30/2013	20	$576,383.77	$2,934,318.11	$30,335.99	$154,437.80	95	97
10	12/1/2013	12/31/2013	0	$20,713.79	$2,955,031.90	$1,090.19	$155,527.99	95	97
11	1/1/2014	1/31/2014	0	$116,357.08	$3,071,388.98	-$92,846.58	$62,681.41	96	97
12	2/1/2014	2/28/2014	0	$1,455.13	$3,072,844.11	$29.69	$62,711.10	96	97
13	3/1/2014	3/31/2014	0	$62,054.61	$3,134,898.72	$1,266.42	$63,977.52	98	97
14	5/1/2014	5/31/2014	0	$1,107.43	$3,136,006.15	$22.61	$64,000.13	98	97
15	7/1/2014	7/31/2014	0	$1,307.04	$3,137,313.19	$26.67	$64,026.80	98	97
16	8/1/2014	8/31/2014	0	$26,775.07	$3,164,088.26	$546.43	$64,573.23	99	97
17	9/1/2014	9/30/2014	0	$843.46	$3,164,931.72	$17.21	$64,590.44	99	97
18	11/1/2014	11/30/2014	0	$5,127.55	$3,170,059.27	$104.65	$64,695.09	99	97
19	6/1/2015	6/30/2015	0	$24,018.34	$3,194,077.61	$490.17	$65,185.26	100	97
20	7/1/2015	7/31/2015	0	$65,185.26	$3,259,262.87	-$65,185.26	$0.00	100	97

10/2/2015 Comments - The Certificate of Completion was issued effective 6/25/2015. Coordinating with DNT regarding closeout documents.

Change Order Number	Approved	Cost This CO	Total COs
01	10/30/2013	8,825.50	8,825.50

1A: Design Error or Omission. Incorrect PS&E. The Change Order adds new Contract items to reflect increased costs for wingwalls where the design engineer recalculated wingwall lengths, which are now longer at Culverts B, E, and H. Also added is a new Contract item for removal of a waterwell discovered in conflict with the roadway improvements. 4B: Third Party Accommodation. Third party requested work. The Change Order adds new Contract items to accommodate the City of Hutto request of different sized casing pipe to be installed rather than what was originally designed and bid. 2C: Differing Site Conditions. New development (conditions changing after PS&E completed). The Change Order adds a new Contract item to reflect a renegotiated price for the remaining two 6' wingwalls since the eliminated wingwall was 5.8' high and the remaining two wingwalls to be installed are 6.3' high.

Change Order Number	Approved	Cost This CO	Total COs
02	3/18/2014	62,127.12	70,952.62

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). Cost sharing with City of Hutto to pay for half of the cost to adjust an existing City of Hutto waterline located directly underneath Culvert E. This Change Order also adds the adjustment of five fire hydrants and one wastewater manhole due to elevation changes around the existing facilities that occurred with the construction of the CR 108 improvements. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). The Change Order adds new Contract Items to provide for a driveway where the property owner previously accessed the property through the ditch. Also added are new Contract Items for a winter seed mix for vegetation establishment, an additional mobilization for the striping subcontractor to install additional raised pavement markers, and various items for cleanup of silt in the ditches due to storm event. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a new Contract Item for the cost for rehabilitation of 120 LF of the pavement section on Fowzer Street, which will be 50% reimbursed by the City of Taylor.

Change Order Number	Approved	Cost This CO	Total COs
03	11/18/2014	47,865.85	118,818.47

2E: Differing Site Conditions (unforeseeable). Miscellaneous differences in site conditions (unforeseeable). Preliminary adjustment of quantities to meet field conditions and addition of a force account to track expenses related to water seepage investigations. 3E: County Convenience. Reduction of future maintenance. This Change Order adds new Contract Items for installation of gabion mattresses as erosion control devices to reduce future maintenance issues near the US 79 intersection.

Change Order Number	Approved	Cost This CO	Total COs
04	9/1/2015	-46,859.57	71,958.90

2E: Differing Site Conditions (unforeseeable). Miscellaneous differences in site conditions (unforeseeable) (Item 9). Final balancing of the overrun/underrun of Contract quantities to meet field conditions.

Adjusted Price = $3,259,262.87

CR 170 (South of SH 45 to North of Pflugerville Parkway)
Project No. 13IFB00119 Original Contract Price = $2,141,898.78

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
12/26/2012	1/23/2013	9/13/2013	9/23/2013	2/5/2015			280	69	349

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/23/2013	9/30/2013	8	$23,259.57	$23,259.57	$2,584.40	$2,584.40	1	2
2	10/1/2013	11/4/2013	35	$482,637.23	$505,896.80	$53,626.36	$56,210.76	23	12
3	11/5/2013	12/4/2013	30	$129,220.17	$635,116.97	$14,357.80	$70,568.56	28	21
4	12/5/2013	12/19/2013	15	$86,542.38	$721,659.35	$9,615.81	$80,184.37	32	25
5	12/20/2013	1/14/2014	26	$163,662.08	$885,321.43	$18,184.68	$98,369.05	40	33
6	1/15/2014	2/26/2014	43	$157,156.21	$1,042,477.64	-$43,501.81	$54,867.24	44	45
7	2/27/2014	3/28/2014	30	$125,329.58	$1,167,807.22	$13,651.56	$68,518.80	50	54
8	3/29/2014	4/28/2014	31	$153,185.70	$1,320,992.92	$8,062.41	$76,581.21	56	62
9	4/29/2014	7/7/2014	70	$495,651.44	$1,816,644.36	$19,384.41	$95,965.62	77	83
10	7/1/2014	7/31/2014	31	$92,079.93	$1,908,724.29	$4,846.31	$100,811.93	81	91
11	8/1/2014	8/28/2014	28	$48,425.43	$1,957,149.72	$2,548.71	$103,360.64	83	99
12	8/29/2014	12/31/2014	125	$117,738.76	$2,074,888.48	$6,196.78	$109,557.42	88	135
13	1/1/2015	3/31/2015	56	$156,952.75	$2,231,841.23	$8,260.67	$117,818.09	95	151
14	4/1/2015	6/30/2015	0	$51,886.21	$2,283,727.44	$2,730.85	$120,548.94	97	151
15	7/1/2015	9/30/2015	0	$111,279.49	$2,395,006.93	-$71,596.28	$48,952.66	98	151

10/2/2015 Comments - The Certificate of Completion was issued effective 7/14/2015. The GEC is coordinating with the Contractor regarding final quantities and closeout documents.

Change Order Number	Approved	Cost This CO	Total COs
01	4/24/2014	-3,621.06	-3,621.06

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). 4B: Third Party Accommodation. Third Party Requested Work. Southwest Water Company has requested relocation of their water tower overflow pipe within the CR 170 ROW. 3H: County Convenience. Cost Savings Opportunity Discovered During Construction: The "Constructing Detours" item has been changed from a 12" depth to a 6" depth, providing a cost savings to the County. Seven (7) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
02	4/24/2014	45,710.94	42,089.88

2E: Differing Site Conditions (unforeseeable). Miscellaneous Difference in Site Conditions (unforeseeable)(Item 9). 1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for new bid items that will be used to construct permanent traffic transitions that will move the project into Phase 3. These transitions are necessary due to the elevation difference between existing and proposed pavement, but were inadvertently omitted from the original plans. Seven (7) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
03	4/24/2014	19,459.34	61,549.22

2I: Differing Site Conditions. Additional safety needs (unforeseeable). This Change Order adds a new force account item to reimburse the Contractor to patch pot holes as needed and directed in the existing roadway pavement due to the condition of the existing road prior to working in those areas. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order also adds a new Contract Item for flowable fill necessary due to two AT&T lines (phone & fiber) in conflict with the proposed 24" storm line between Sta 7+00 and 10+00. The Contractor will need to remove additional curb & gutter to install the proposed storm line with sufficient clearance to the AT&T lines and after pipe installation, the Contractor will place flowable fill over the pipe as backfill material in order to reconstruct the curb & gutter in the original location. Other potential impacts of AT&T conflicts not addressed. Three (3) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
04	5/27/2014	107,158.12	168,707.34

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order compensates the Contractor to install a new City of Round Rock 12” water line. The new line will be located behind the proposed curb/gutter and will replace the existing line that is in conflict with the proposed roadway. Eighteen (18) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
05	6/26/2014	82,137.57	250,844.91

6C: Untimely ROW/Utilities. Utilities Not Clear. This Change Order compensates the Contractor for escalated unit prices associated with the delayed issuance of Notice to Proceed. The original Contract prices remain in effect until the original anticipated Contract completion of mid-December 2013. New unit prices were established on some items based upon documented contractual increases for construction activities occurring after the originally anticipated completion. This unit price escalation is for work occurring during the period of mid-December 2013 through June 30, 2014. If warranted, additional price escalation(s) after June 30, 2014 may be considered in future Change Order(s). 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order also revises the quantities for concrete and asphalt driveway items to match existing conditions and comply with right-of-way contracts and acceptable driveway grades for tie-ins and transitions to parking and private facilities.

Change Order Number	Approved	Cost This CO	Total COs
06	3/3/2015	14,296.99	265,141.90

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a new Contract Item to compensate the Contractor for extra work performed due to adjustments needed during the installation of Storm Line C. 1B: Design Error or Omission. Other. This Change Order also adds a new Contract Item for the additional cost of a thicker gauge reinforcing steel required in commercial driveways. The Contractor did not bid the thicker gauge steel since the commercial driveway detail was illegible in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
07	6/16/2015	$42,189.83	307,331.73

2E: Differing Site Conditions (unforeseeable. Miscellaneous difference in site conditions. This Change Order adds a force account item to compensate the Contractor for revisions to maintain drainage conveyance on the project during construction. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order also adds a new Contract item to remobilize the earthwork and utility subcontractor after the City of Round Rock waterline relocation was completed. The waterline was installed after the initial project design survey (see Change Order No. 4).

Change Order Number	Approved	Cost This CO	Total COs
08	7/28/2015	36,219.64	343,551.37

2E: Differing Site Conditions (unforeseeable. Miscellaneous difference in site conditions. This Change Order adds a force account item to compensate the Contractor for revisions to maintain drainage conveyance on the project during construction. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order also adds a new Contract item to remobilize the earthwork and utility subcontractor after the City of Round Rock waterline relocation was completed. The waterline was installed after the initial project design survey (see Change Order No. 4).

Adjusted Price = $2,485,450.15

Commissioners Court - Regular Session **16.**

Meeting Date: 10/20/2015

Brown and Gay Engineers CR 101 Contract Amendment No 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an amendment #1 to the CR 101 contract between Williamson County and Brown & Gay Engineers, Inc. relating to the 2013 Road Bond Program.

Background

This contract amendment adds surveying services crew rates including supplies, field vehicle, and conventional equipment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

BGE_CR101_Amendment1_10202015

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Marie Walters		Started On: 10/15/2015 11:21 AM
Final Approval Date: 10/15/2015		

RECEIVED
OCT 14 2015
BY: PSI

CONTRACT AMENDMENT NO. 1
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
CR 101 (US 79 to North of Chandler Road) ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Brown & Gay Engineers, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 2, 2015 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The following rates are incorporated to Exhibit D:.

All other terms of the Contract are unchanged and will remain in full force and effect.

BROWN & GAY ENGINEERS, INC. HOURLY RATES

SURVEYING SERVICES - Crew rates shown include supplies, field vehicle and conventional equipment.

Field Personnel

2-Person Field Crew	$138.00
3-Person Field Crew	$160.00
4-Person Field Crew	$183.00
1-Man GPS Technician	$118.00

Office Personnel

Survey Technician	$98.00
RPLS	$132.00
Survey Manager	$140.00

ok MJ 10/15/2015

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Wesley E. Jasek PE
Signature

Wesley Jasek, PE
Printed Name

Director of Transportation Systems
Title

10/14/2015
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Commissioners Court - Regular Session **17.**

Meeting Date: 10/20/2015

CR 110 South- 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 Linda Bushong n/k/a Linda G. Reed and John F. Reed for ROW needed on CR 110 South. (PARCELS 11 & 12)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Reed Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Charlie Crossfield		Started On: 10/15/2015 10:49 AM
Final Approval Date: 10/15/2015		

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcels 11S & 12S

THIS REAL ESTATE CONTRACT ("Contract") is made by LINDA BUSHONG n/k/a LINDA G. REED and JOHN F. REED (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 0.102 acre (Part 1) tract of land, and all of that certain 0.198 acre (Part 2) tract of land, in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11S**); and
>
> All of that certain 0.019 acre tract of land, in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 12S**)

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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibits "A & B" shall be the sum of THIRTY THOUSAND FIVE HUNDRED FORTY and 00/100 Dollars ($30,540.00).

2.02. As Additional Compensation for any improvements on the Property described in Exhibits "A & B", and any damage or cost of cure for the remaining Property of Seller, Purchaser shall pay the sum of THIRTEEN THOUSAND SEVEN HUNDRED NINETY and 00/100 Dollars ($13,790.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

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 Capital Title Company on or before November 20, 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 "C" 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 and Additional Compensation.

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 page follows]

SELLER:

Linda G. Reed
Linda Bushong n/k/a Linda G. Reed

Address: 8050 CR 110
Round Rock, TX
78665

Date: 10/8/15

John F. Reed
John F. Reed

Address: 8050 CR 110
Round Rock, TX
78665

Date: 10/8/15

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.: 11S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 11S

Part 1 – 0.102 ac. (4,442 sq. ft.)

DESCRIPTION OF A 0.102 ACRE (4,442 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 20.65 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO LINDA G. AND JOHN REED AND RECORDED IN DOCUMENT NO. 2009033054 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.102 ACRE (4,442 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 548.46 feet left of Engineer's Centerline Station (E.C.S.) 156+71.06, said point being the northwest corner of a called 2.0 acre tract of land as described in a deed to Jeremy and Tiffany Hobratsch, husband and wife, and Joshua Hobratsch and recorded in Document No. 2012012294, O.P.R.W.C.TX., same being an interior ell corner of said 20.65 acre tract;

THENCE S 88°33'08" E, with the common line of said 20.65 acre tract and said 2.0 acre tract, a distance of 481.53 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 156+39.06, same being on the proposed west right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N: 10174137.94, E: 3156328.80) of the parcel described herein;

1) **THENCE** N 02°21'47" W, over and across said 20.65 acre tract, with the proposed west right-of-way line of CR 110, a distance of 168.69 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 158+07.74, said point being on the north line of said 20.65 acre tract, same being the south line of a called 1.02 acre tract of land as described in a deed as a Save and Except to Linda G. Bushong and recorded in Document No. 2009033054, O.P.R.W.C.TX.;

2) **THENCE** S 89°07'45" E, with the common line between said 20.65 acre tract and said 1.02 acre tract, a distance of 25.99 feet to a calculated point, said point being the northeast corner of the said 20.65 acre tract, same being the southeast corner of said 1.02 acre tract, same being on the existing west right-of-way line of CR 110 (variable width right-of-way), no record information found;

3) **THENCE** S 02°36'51" E, with the existing west right-of-way line of said CR 110, same being the east line of said 20.65 acre tract, a distance of 169.00 feet to a calculated point for the northeast corner of said 2.0 acre tract, same being the southeast corner of said 20.65 acre tract, and the tract described herein;

4) **THENCE** N 88°33'08" W, with the common line of said 20.65 acre tract and the said 2.0 acre tract, a distance of 26.74 feet to the **POINT OF BEGINNING**, and containing 0.102 acre (4,442 sq. ft.) of land, more or less.

Part 2 – 0.198 ac. (8,611 sq. ft.)

DESCRIPTION OF A 0.102 ACRE (4,442 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 20.65 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO LINDA G. AND JOHN REED AND RECORDED IN DOCUMENT NO. 2009033054 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.102 ACRE (4,442 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 548.46 feet left of Engineer's Centerline Station (E.C.S.) 156+71.06, said point being the northwest corner of a called 2.0 acre tract of land as described in a deed to Jeremy and Tiffany Hobratsch, husband and wife, and Joshua Hobratsch and recorded in Document No. 2012012294, O.P.R.W.C.TX., same being an interior ell corner of said 20.65 acre tract;

THENCE S 88°33'08" E, with the common line of said 20.65 acre tract and said 2.0 acre tract, a distance of 481.53 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 156+39.06, same being on the proposed west right-of-way line of County Road (CR) 110;

THENCE N 02°21'47" W, over and across said 20.65 acre tract, with the proposed west right-of-way line of CR 110, a distance of 168.69 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 158+07.74, said point being on the north line of said 20.65 acre tract, same being the south line of a called 1.02 acre tract of land as described in a deed as a Save and Except to Linda G. Bushong and recorded in Document No. 2009033054, O.P.R.W.C.TX.;

THENCE N 02°21'47" W, over and across said 1.02 acre tract, a distance of 32.05 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 158+39.79, said point being on the north line of said 1.02 acre tract, for the **POINT OF BEGINNING** (Grid = N: 10174358.49, E: 3156320.52) of the parcel described herein;

1) **THENCE** N 02°21'47" W, over and across said 20.65 acre tract, a distance of 342.34 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 161+82.14, said point being on the north line of said 20.65 acre tract, same being on the south line of a called 7.0 acre tract of land as described in a deed to Gloria L. Schimsk, Trustee of Hergio Living Trust and recorded in Document No. 2010013286, O.P.R.W.C.TX.;

2) **THENCE** N 87°48'36" E, with the common line of said 20.65 acre tract and said 7.0 acre tract, a distance of 24.41 feet to a calculated point for the northeast corner of said 20.65 acre tract, same being the southeast corner of said 7.0 acre tract, same being on the existing west right-of-way line of CR 110 (a variable width right-of-way), no record information found;

3) **THENCE** S 02°35'43" E, with the existing west line of said CR 110, same being the east line of said 20.65 acre tract, a distance of 343.73 feet to a calculated point for the southeast corner of said 20.65 acre tract, same being the northeast corner of said 1.02 acre tract;

4) **THENCE** N 89°07'45" W, with the common line of said 20.65 acre tract and said 1.02 acre tract, a distance of 25.84 feet to the **POINT OF BEGINNING,** and containing 0.198 acres (8,611 sq. ft.) of land, more or less.

Part 1	**0.102 ac.**
Part 2	**0.198 ac.**
Total	**0.300 ac.**

*Area calculated by SAM, LLC.

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 1.000120

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

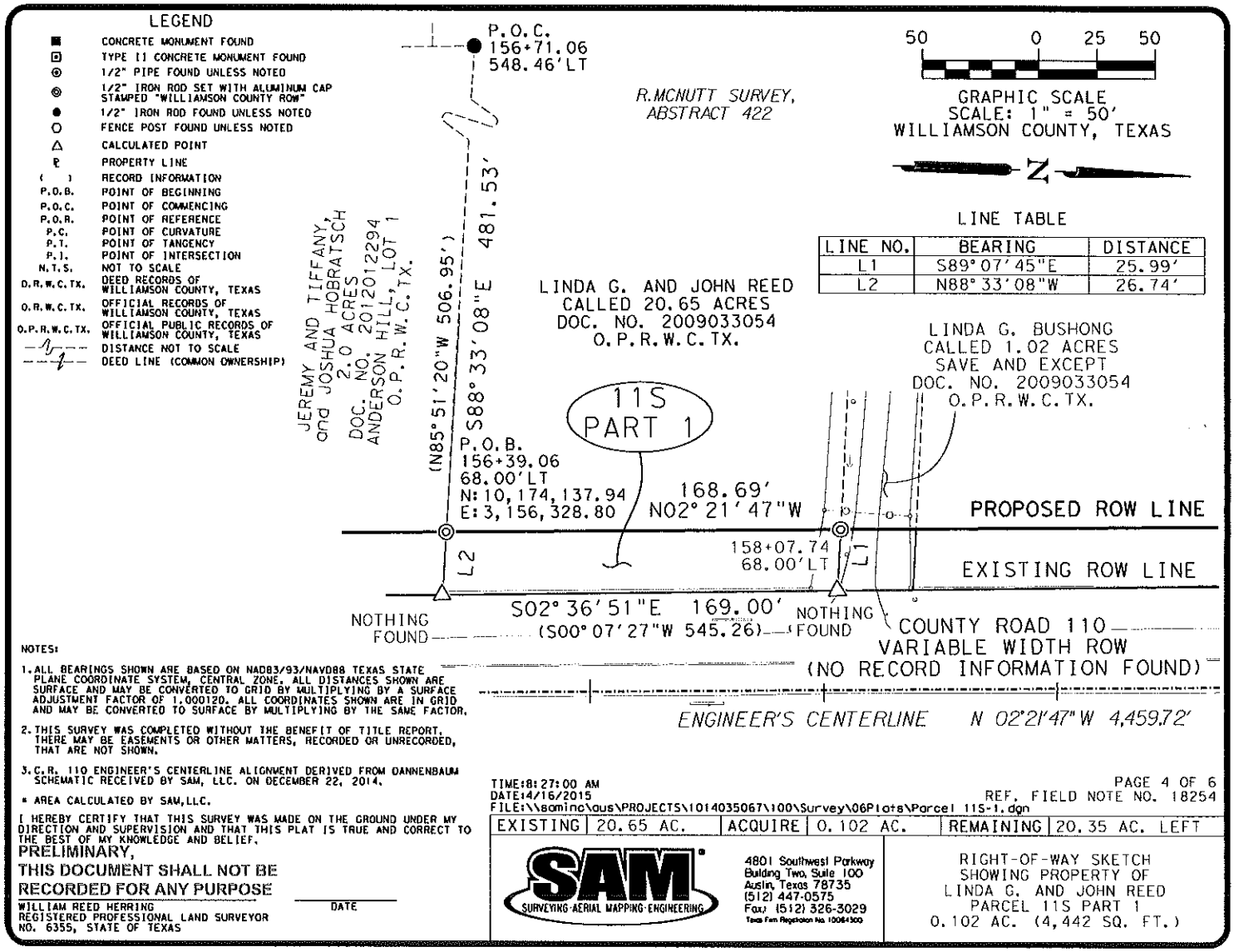
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9rd day of March, 2015.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

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

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



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S89°07'45"E	25.99'
L2	N88°33'08"W	26.74'

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. ON DECEMBER 22, 2014.

* AREA CALCULATED BY SAM, LLC.

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.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

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

DATE

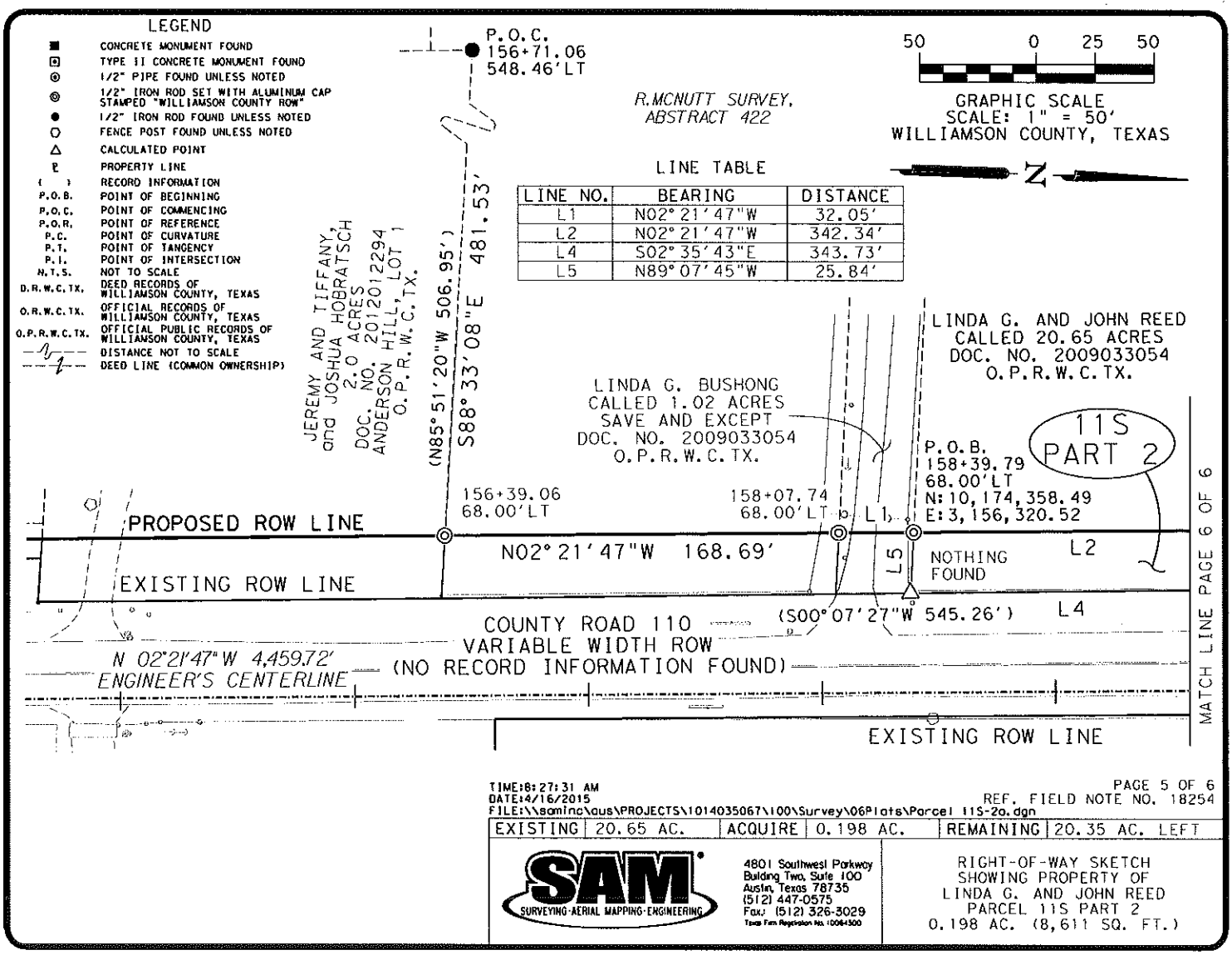
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DATE:4/16/2015
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REF. FIELD NOTE NO. 18254

EXISTING	20.65 AC.	ACQUIRE	0.102 AC.	REMAINING	20.35 AC. LEFT

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LINDA G. AND JOHN REED
PARCEL 11S PART 1
0.102 AC. (4,442 SQ. FT.)



TIME:8:27:31 AM
DATE:4/16/2015
FILE:\\samino\aus\PROJECTS\1014035067\100\Survey\06Plats\Parcel 11S-2a.dgn

REF. FIELD NOTE NO. 18254

EXISTING	20.65 AC.	ACQUIRE	0.198 AC.	REMAINING	20.35 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LINDA G. AND JOHN REED
PARCEL 11S PART 2
0.198 AC. (8,611 SQ. FT.)

LEGEND

■	CONCRETE MONUMENT FOUND
⊡	TYPE II CONCRETE MONUMENT FOUND
⊙	1/2" PIPE FOUND UNLESS NOTED
◎	1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
●	1/2" IRON ROD FOUND UNLESS NOTED
O	FENCE POST 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
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.I.	POINT OF INTERSECTION
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED 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)

LINE TABLE

LINE NO.	BEARING	DISTANCE
L2	N02° 21' 47"W	342.34'
L3	N87° 48' 36"E	24.41'
L4	S02° 35' 43"E	343.73'

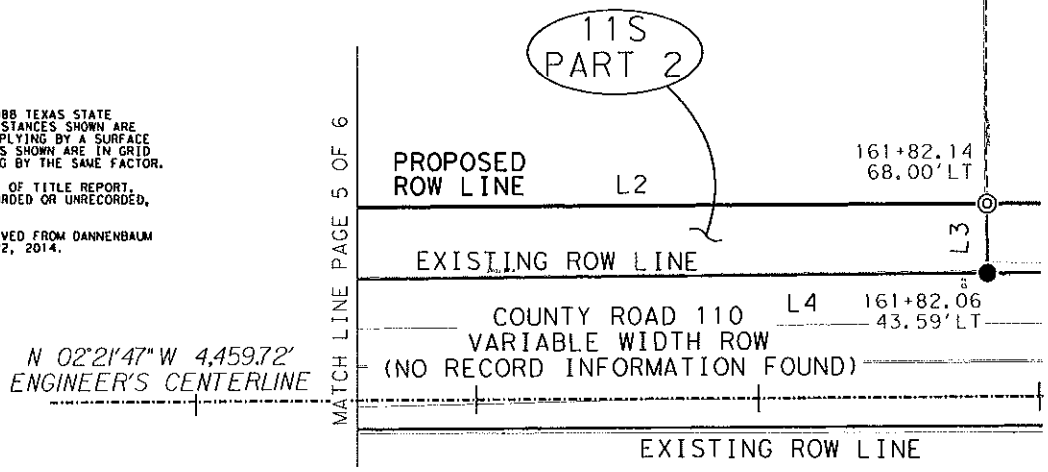
50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

R.MCNUTT SURVEY, ABSTRACT 422

GLORIA L. SCHIMSK, TRUSTEE of HERGIO LIVING TRUST
CALLED 7.0 ACRES
DOC. NO. 2010013286
O.P.R.W.C.TX.

LINDA G. AND JOHN REED
CALLED 20.65 ACRES
DOC. NO. 2009033054
O.P.R.W.C.TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. ON DECEMBER 22, 2014.

* AREA CALCULATED BY SAM,LLC.

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.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

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

DATE

TIME:8:28:33 AM
DATE:4/16/2015
FILE:\\saminc\aus\PROJECTS\1014035067\100\Survey\06Plats\Parcel 11S-2b.dgn

PAGE 6 OF 6
REF. FIELD NOTE NO. 18254

EXISTING	20.65 AC.	ACQUIRE	0.198 AC.	REMAINING	20.35 AC. LEFT

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LINDA G. AND JOHN REED
PARCEL 11S PART 2
0.198 AC. (8,611 SQ. FT.)

EXHIBIT A

County: Williamson
Parcel No.: 12S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 12S

DESCRIPTION OF A 0.019 ACRE (829 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.02 ACRE TRACT OF LAND AS DESCRIBED AS A SAVE AND EXCEPT IN A DEED TO LINDA G. BUSHONG AND RECORDED IN DOCUMENT NO. 2009033054 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.019 ACRE (829 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 548.46 feet left of Engineer's Centerline Station (E.C.S.) 156+71.06, said point being the northwest corner of a called 2.0 acre tract of land as described in a deed to Jeremy and Tiffany Hobratsch, husband and wife, and Joshua Hobratsch and recorded in Document No. 2012012294, O.P.R.W.C.TX., same being an interior ell corner of a called 20.65 acre tract of land as described in a deed to Linda G. and John Reed and recorded in Document No. 2009033054, O.P.R.W.C.TX.;

THENCE S 88°33'08" E, with the common line of said 20.65 acre tract and said 2.0 acre tract, a distance of 481.53 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 156+39.06, same being on the proposed west right-of-way line of County Road (CR) 110;

THENCE N 02°21'47" W, over and across said 20.65 acre tract, with the proposed west right-of-way line of CR 110, a distance of 168.69 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 158+07.74, for the **POINT OF BEGINNING** (Grid = N: 10174306.47, E: 3156321.84) of the parcel described herein;

1) **THENCE** N 02°21'47" W, over and across said 1.02 acre tract, with the proposed west right-of-way line of CR 110, a distance of 32.05 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 158+39.79, said point being on the north line of said 1.02 acre tract, same being a south line of said 20.65 acre tract;

2) **THENCE** S 89°07'45" E, with a common line between said 20.65 acre tract and said 1.02 acre tract, a distance of 25.84 feet to a calculated point, said point being the northeast corner of the said 1.02 acre tract, same being a southeast corner of said 20.65 acre tract, same being on the existing west right-of-way line of CR 110 (variable width right-of-way), no record information found;

3) **THENCE** S 02°36'59" E, with the existing west right-of-way line of said CR 110, same being the east line of said 1.02 acre tract, a distance of 32.06 feet to a calculated point for the southeast corner of said 1.02 acre tract, same being a northeast corner of said 20.65 acre tract and the tract described herein;

4) **THENCE** N 89°07'45" W, with the common line of said 20.65 acre tract and the said 1.02 acre tract, a distance of 25.99 feet to the **POINT OF BEGINNING**, and containing 0.019 acre (829 sq. ft.) of land, more or less.

*Area calculated by SAM, LLC.

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 1.000120

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

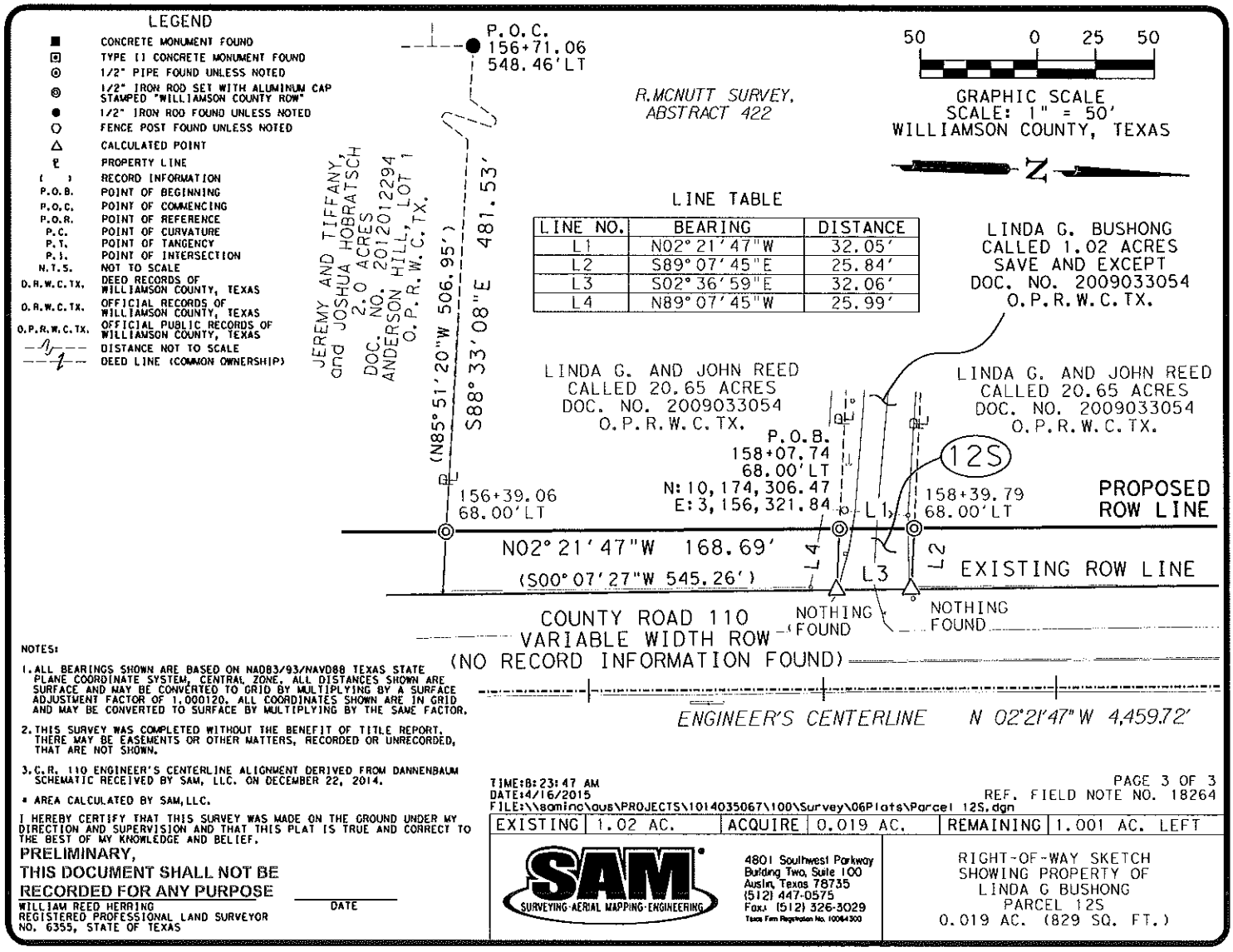
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 9rd day of March, 2015.

**PRELIMINARY,
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE**

SURVEYING AND MAPPING, Inc.
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 NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. ON DECEMBER 22, 2014.

* AREA CALCULATED BY SAM, LLC.

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.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

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

DATE

TIME:8:23:47 AM
DATE:4/16/2015
FILE:\\saminc\aus\PROJECTS\1014035067\100\Survey\06Plats\Parcel 12S.dgn

REF. FIELD NOTE NO. 18264

EXISTING	1.02 AC.	ACQUIRE	0.019 AC.	REMAINING	1.001 AC. LEFT

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
LINDA G BUSHONG
PARCEL 12S
0.019 AC. (829 SQ. FT.)

EXHIBIT "C"

Parcels 11S & 12S

DEED
County Road 110 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 LINDA BUSHONG n/k/a LINDA G. REED and JOHN F. REED, 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 0.102 acre (Part 1) tract of land, and all of that certain 0.198 acre (Part 2) tract of land, in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 11S**); and
>
> All of that certain 0.019 acre tract of land, in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 12S**)

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 Exhibits "A & B" 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 110, 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.

[signature pages follow]

GRANTOR:

_____
Linda Bushong n/k/a Linda G. Reed

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Linda Bushong n/k/a Linda G. Reed, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
John F. Reed

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by John F. Reed, 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 **18.**

Meeting Date: 10/20/2015

CR 110 South- 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 Nancy and Thomas Arredondo for ROW needed on CR 110 South. (PARCEL 18)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Arredondo Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Charlie Crossfield		Started On: 10/15/2015 10:51 AM
Final Approval Date: 10/15/2015		

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcel 18S

THIS REAL ESTATE CONTRACT ("Contract") is made by NANCY ARREDONDO and THOMAS ARREDONDO (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 0.135 acre (approximately 5,870 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18S**)

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 and Additional Compensation

2.01. The Purchase Price for the Property described in Exhibit "A" shall be the sum of SIXTEEN THOUSAND ONE HUNDRED FORTY and 00/100 Dollars ($16,140.00).

2.02. As Additional Compensation for any improvements on the Property, and any damage or cost of cure for the remaining Property of Seller, Purchaser shall pay the sum of TWENTY THOUSAND FIVE and 00/100 Dollars ($20,005.00).

Payment of Purchase Price and Additional Compensation

2.02. The Purchase Price and Additional Compensation shall be payable in cash at the Closing.

Special Provisions

2.03. As additional consideration and as an obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall cause to be constructed as part of its proposed CR 110 improvement project a non-paved field access drive between the proposed edge of roadway pavement and the remaining property of Seller, including any required driveway culvert which complies with Williamson County design specifications. The replacement non-paved drive shall be located as closely as possible to the same alignment as the existing field gate access point to the property of Seller, or at other location agreed to between Purchaser and Seller prior to Purchaser's commencement of construction. By execution of this Contract Seller agrees to allow or grant Purchaser or its contractors any temporary construction easement 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 Capital Title Company on or before November 20, 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 and Additional Compensation.

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:

By:_____
Nancy Arredondo

Address: 7850 CR 110
Round Rock 78665

Date: 10/8/15

SELLER:

By:_____
Thomas Arredondo

Address: 7850 CR 110
ROUND ROCK, TX 78665

Date: 10/8/15

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.: 18S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 18S

DESCRIPTION OF A 0.135 ACRE (5,870 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 4.037 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO NANCY AND THOMAS ARREDONDO AND RECORDED IN DOCUMENT NUMBER 2003057598 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.135 ACRE (5,870 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 882.54 feet left of Engineer's Centerline Station (E.C.S.) 171+85.36, said point being the northwest corner of a called 7.37 acre tract of land as described in a deed to Ralph Bruce and Lisa C. Ferguson and recorded in Document No. 2003051750, O.P.R.W.C.TX., same being the southwest corner of said 4.037 acre tract;

THENCE N 87°46'38" E, with the common line of said 7.37 acre tract and the said 4.037 acre tract, a distance of 814.54 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 171+83.36, for the **POINT OF BEGINNING** (Grid = N: 10175680.75, E: 3156265.13) of the parcel described herein, same being on the proposed west right-of-way line of County Road (CR) 110;

THENCE, over and across said 4.037 acre tract and with the proposed west right-of-way line of CR 110, the following three (2) courses and distances numbered 1 through 2:

1) N 02°21'47" W, a distance of 81.03 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 172+55.30, and the beginning of a curve,

2) with a curve to the left having an arc distance of 128.82 feet, through a central angle of 06°31'13", having a radius of 1,132.00 feet, and a chord that bears N 05°37'24" W, a distance of 128.75 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 174+00.95, same point being on the north line of said 4.037 acre tract and on the south line of a called 3.0 acre tract of land as described in deed to Leroy Starnes and recorded in volume 946, page 211 and 214, Deed Records of Williamson County Texas (D.R.W.C.TX.), from which bears S 87°47'23" W, a 1/4-inch iron rod found with a cap at a distance of 508.05 feet;

3) **THENCE** N 87°47'23" E, with the common line of said 4.037 acre tract and said 3.0 acre tract, a distance of 35.03 feet to a calculated point on the existing west right-of-way line of CR 110 (a variable width right-of-way), no record information found;

4) **THENCE** S 01°42'45" E, with the existing west right-of-way line of CR 110 a distance of 209.55 feet to a 1/2 inch iron rod found 42.67 feet left of E.C.S. 171+83.30, same point being the southeast corner of said 4.037 acre tract and the northeast corner of said 7.37 acre tract;

5) **THENCE** S 87°46'38" W, with the common line of said 4.037 acre tract and the said 7.37 acre tract a distance of 25.33 feet to the **POINT OF BEGINNING**, and containing 0.135 acre (5,870 SQ. FT.) of land, more or less.

*Area calculated by SAM, LLC.

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 1.000120

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

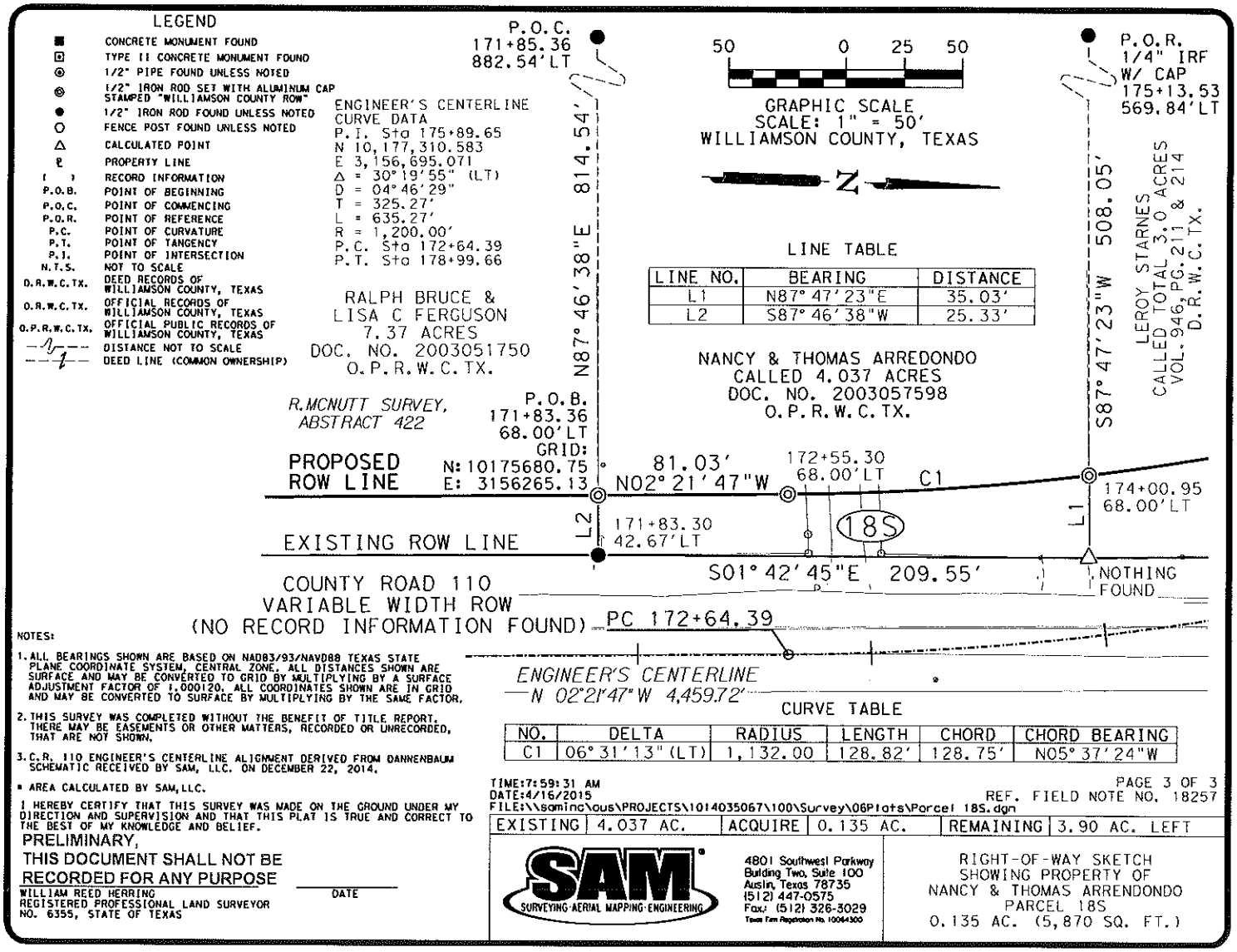
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 20th day of January, 2015.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

SURVEYING AND MAPPING, Inc.
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 NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. ON DECEMBER 22, 2014.

* AREA CALCULATED BY SAM, LLC.

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.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

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

DATE

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06° 31' 13" (LT)	1,132.00	128.82'	128.75'	N05° 37' 24"W

TIME:7:59:31 AM
DATE:4/16/2015
FILE:\\saminc\ous\PROJECTS\1014035067\100\Survey\06Plats\Parcel 18S.dgn

REF. FIELD NOTE NO. 18257

EXISTING	4.037 AC.	ACQUIRE	0.135 AC.	REMAINING	3.90 AC. LEFT

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
NANCY & THOMAS ARRENDONDO
PARCEL 18S
0.135 AC. (5,870 SQ. FT.)

EXHIBIT "B"

Parcels 18S

DEED
County Road 110 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 NANCY ARREDONDO and THOMAS ARREDONDO, 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 0.135 acre (approximately 5,870 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 18S**)

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 110, 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.

[signature pages follow]

GRANTOR:

_____
Nancy Arredondo

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Nancy Arredondo, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Thomas Arredondo

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2015 by Thomas Arredondo, 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 **19.**

Meeting Date: 10/20/2015

K Investigator

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider a request from the Williamson County District Attorney's Office to contract with a criminal investigator to assist with reviewing and identifying cases that may have been impacted by certain discrepancies in the FBI database that was published between 1999 and 2001 and by DNA mixture interpretation protocols between 1999 and 2015; and take any appropriate action on said request.

Background

Assistant District Attorney, John Prezas, and others form the District Attorney's Office will be present to provide information and answer questions relating to this item. Also, please see the agenda item attachments.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Project Proposal Scope of Services

Contract for Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Hal Hawes		Started On: 10/15/2015 11:53 AM
Final Approval Date: 10/15/2015		

CONTRACT INVESTIGATOR
PROJECT DESCRIPTION
AND SCOPE OF SERVICES

Exigent Circumstances Creating the Need

The Williamson County District Attorney's Office has recently been notified that the FBI database used to calculate the rarity of a STR genetic profile and published between 1999 and 2001 contained discrepancies **which may have affected certain DNA testing results between 1999 and 2015.** DNA Labs were notified of the potential for error caused by these discrepancies in May 2015.

The District Attorney's Office was also advised of changes to DNA mixture interpretation protocols that may have a material impact on criminal cases when prosecutors from the Harris County District Attorney's Office shared their experience with this issue at a prosecutor's conference in September 2015. While unrelated to the FBI's updated STR population statistics, the nature of the issue came to light when the Harris County District Attorney's Office requested and received statistical recalculations in certain cases.

The Texas Department of Public Safety's Laboratory Division, which is the primary lab that provides DNA analysis for Williamson County's criminal cases, has notified the District Attorney that **there are 955 Williamson County samples** which were analyzed between 1999 and May 2015 that involve DNA mixtures interpretations and may be impacted by these issues.

Please refer to the attached "Erratum" published in the July 2015 edition of the American Academy of Forensic Sciences' Journal of Forensic Sciences, a notice letter distributed to members of the Texas Criminal Justice Community from Vincent J. M. DiMaio, M.D., Presiding Officer of the Texas Forensic Science Commission, the attached publication recently issued by the Commission, "Unintended Catalyst: the Effects of 1999 and 2001 FBI STR Population Data Corrections on an Evaluation of DNA Mixture Interpretation in Texas," and a letter from Brady W. Mills, Deputy Assistant Director of the Texas Department of Public Safety Crime Laboratory Service discussing this issue for a detailed description of these issues.

Objective

The Williamson County District Attorney's objective is to take a proactive approach to facilitate any request for re-analysis of DNA mixture samples utilized as evidence in any case prosecuted by the Williamson County District Attorney's Office between 1999 and May, 2015.

The Scope of Services for this project will be the creation of a master spread sheet that will serve as a snap-shot of the depth of the situation, and, the creation of digital file-folder for each of the potentially affected cases in preparation to respond to any request for re-analysis of DNA mixture samples and any subsequent writs the may follow.

Scope of Services

Timeframe:

Phase 1 - Creation of a Master Spread Sheet - Completion Date (30 days after start)

The first phase will consist of creating a master spread sheet that serves to provide an overview of the depth of the situation. The spread sheet will categorize each of the potentially affected cases by their disposition; first by determining whether or not the test results were used as evidence at trial and whether or not the case resulted in a conviction. Then, based on this first categorization each case disposition that resulted in a conviction will be further categorized by the type of disposition such as, defendant on death row, defendant in prison, defendant on parole, etc.

Phase 2 - Locating Defendants - Completion Date (60 days after start)

Once it is determined which cases have been potentially affected by the discrepancies in the related lab analysis, each defendant for those cases will be located and notified of the potential implications created by the discrepancies in the related lab analysis. A report will be completed for each case detailing the efforts made to locate the defendant, which will serve as proof of diligence in the search, in the event a defendant is not located.

Phase 3 – Creation of a Digital File Folder - Completion Date (85 days after start)

A digital file folder will be created for each case containing the report described in phase 2 above, the defendant's notification letter, the original lab report, an offense summary, a report containing a description of evidence available to re-analyze, etc.

Phase 4 – Notifications - Completion Date (90 days after start)

Notifications to defendants in each case will be filed with the District Clerk's Office and delivered to the defendants at the direction of the District

Attorney's Appellant Attorney. In addition, notifications to the defendant's attorney of record and victims may be made at the direction of the District Attorney's Appellant Attorney.

Budget

Personnel
Investigator / Service Provider - $40 per hour for 720 hours = $28,800.00

Equipment
Computer with internet access and L.E. Database access, phone, printer, scanner, LD Calling Code.

Monitoring and Evaluation

The day- to- day progress will be monitored by the Williamson County District Attorney or her designee. The District Attorney, or her designee, will provide the Williamson County Commissioners' Court with notification of the project's progress at the end of the 90 day period OR upon their request.

Approval Signatures

Project Sponsor - County Judge Dan Gattis_____

Project Manager - District Attorney Jana Duty_____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR CONTRACT INVESTIGATOR

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 _____, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain 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 to be provided by Service Provider hereunder are described in the attached Exhibit "A" - Contract Investigator Project Description and Scope of Services, which is incorporated herein as if copied in full (collectively referred to herein as the "Services").

Should the County choose to add services in addition to those described above, 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 completed according to the timeframes set forth in Exhibit "A" and all such Services shall fully and finally completed within **Ninety (90) business days** from the date the Services are commenced; provided, however, the County may extend said time period in the event the County deems such extension is necessary. Service Provider shall commence the

Services upon instruction to do so from the Williamson County District Attorney. The County shall, at its sole discretion, determine when the project has been fully and finally completed to its satisfaction.

III. COMPENSATION, NOT-TO-EXCEED FEE AND PAYMENT

The amount of compensation paid to Service Provider shall be paid at the rate of **Forty Dollars ($40)** for each hour of Services provided under this Contract.

Prior to the execution of this Contract, Service Provider has been advised by County, and Service Provider clearly understands and agrees, such understanding and agreement being of the absolute essence to this Contract, that County shall have available the total maximum sum of **Twenty Eight Thousand Eight Hundred Dollars ($28,800.00)** specifically allocated to fully discharge any and all liabilities, fees and compensation of any sort to the Service Provider under this Contract and any and all costs for any and all things or purposes inuring under or out of this Contract, 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 Contract which might in any light by any person be interpreted to the contrary. Service Provider does further understand and agree, said understanding and agreement also being of the absolute essence of this Contract, that the total maximum compensation that Service Provider may become entitled to hereunder and the total maximum sum set forth above that County shall become liable to pay to Service Provider hereunder shall not under any conditions, circumstances or interpretations thereof exceed the said sum.

Payment for the 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 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.

County and Service Provider expressly understand that the Services and the continued engagement of Service Provider is completely dependent on continued adequate funding. If the funding or any anticipated funding is deemed by any of the parties to be inadequate, the agreement may be terminated pursuant to the provisions of this Contract.

IV. OVERSIGHT

In addition to the general oversight by the Williamson County Commissioners Court, matters that fall under the jurisdiction of others may require that Service Provider's recommendations and work product be presented and subject to such additional oversight, including but not limited to oversight by the Williamson County District Attorney and the

Williamson County Attorney.

In addition to the general oversight by the Williamson County Commissioners Court, matters that fall under the jurisdiction of the Williamson County Attorney will require that the Service Provider's recommendations and work product be presented to and be subject to oversight by the Williamson County Attorney, or his designee, upon request. Matters that fall under the jurisdiction of the Williamson County District Attorney will require that the Service Provider's recommendations and work product be presented to and subject to oversight by the Williamson County District Attorney, or her designee, upon request.

V. NO AGENCY RELATIONSHIP; NO EMPLOYER-EMPLOYEE RELATIONSHIP

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 itself out as an agent or official representative of the County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. 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.

Further, Service Provider acknowledges and agrees that no employer-employee relationship shall exist pursuant to this Contract and that Service Provider will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

VI. INDEMNIFICATION

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 CONTRACT 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.

VII. 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.

VIII. 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.

IX. TERMINATION

This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving ten (10) days written notice thereof.

X. 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.

XI. 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 the completion date/time period set out above unless terminated earlier pursuant to the terms of this Contract.

XII. 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.

XIII. 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 billing records and documentation 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 books, documents, papers and records. The County shall give Service Provider reasonable advance notice of intended audits. In accordance with Article XIV. below, at no time shall any items, book, documentation or files that are provided by County, the Williamson County District Attorney or the Williamson County Attorney to Service Provider be taken out of the Williamson County Justice Center or otherwise disclosed to third parties without the express written consent of County, the Williamson County District Attorney and the Williamson County Attorney.

XIV. 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.

XV. GOOD FAITH CLAUSE

Service Provider agrees to act in good faith in the performance of this Contract.

XVI. NO ASSIGNMENT

Service Provider may not assign this Contract.

X V I I . 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.

XVIII. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

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.

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	Printed Name
Date: _____ ___, 20___	Date: _____ ___, 20__

Exhibit "A"

CONTRACT INVESTIGATOR PROJECT DESCRIPTION AND SCOPE OF SERVICES

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Timeframe:

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Monitoring and Evaluation

The day- to- day progress will be monitored by the Williamson County District Attorney or her designee. The District Attorney, or her designee, will provide the Williamson County Commissioners' Court with notification of the project's progress at the end of the 90 day period OR upon their request.

Commissioners Court - Regular Session **20.**

Meeting Date: 10/20/2015

Off Duty Contract of Deputies for County Sheriff

Submitted By: Deborah Wolf, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Agreements regarding off-duty contracting of County Sheriff Deputies with:

A. City National Bank of Taylor, Texas (Security Detail for ATM refills in Eastern Williamson County)
B. Austin White Lime Company (Security on plant property, McNeil Road, Round Rock)
C. Twentieth Century Fox TV (Various locations in Williamson County)
D. N-Line Traffic Maintenance (Various locations in Williamson County)
E. Sundance Ranch Property Owners Assn. (Liberty Hill subdivision)

Background

These agreements give permission for each group to contract County Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CityNationalBank1015
AustinWhiteLime1015
TwentiethCenturyFox1015
NLineTraffic1015
SundanceRanch1015

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Deborah Wolf		Started On: 10/15/2015 10:38 AM
Final Approval Date: 10/15/2015		

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1st, 20 15 and shall terminate on September 30, 20 16. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: City National Bank of Taylor TEXAS

Signature: Steven Kovar

Printed Name: STEVEN KOVAR

Title: Vice President

Date: 10/5, 2015

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: October 7, 2015

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

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1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2015 and shall terminate on September 30, 2016. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:	At the address set forth on signature page below.
COUNTY:	Williamson County Auditor's Office Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Austin White Lime Company

Signature: Sue Ritter

Printed Name: Sue Ritter

Title: HR/ Risk Manager

Date: October 6, 2015

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: October 13, 2015

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the October 1, 2015 and shall terminate on September 30, 2016. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

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9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

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[1] It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

10. 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.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Twentieth Century Fox TV

Signature: _____

Printed Name: Kenneth Lewis

Title: Location Manager

Date: 10/5, 2015

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: 10-13, 2015

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
	§	**REGARDING OFF-DUTY**
COUNTY OF WILLIAMSON	§	**CONTRACTING OF COUNTY DEPUTIES**

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the OCTOBER 1, 20 15 and shall terminate on September 30, 20 16. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

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NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: N-LINE TRAFFIC MAINTENANCE

Signature: _____

Printed Name: Todd England, Secretary of N-LINE Management, L.L C., General Partner of

Title: N-LINE Traffic Maintenance, L.P

Date: 10/6, 2015

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: October 13, 2015

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

STATE OF TEXAS	§	**VEHICLE REIMBURSEMENT**
	§	**AGREEMENT WITH**
	§	**NON-GOVERNMENTAL**
	§	**ORGANIZATION**
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from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

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6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

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NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Sundance Ranch Property Owners Association, Inc

Signature: Lonnie H. Dickey

Printed Name: Lonnie H. Dickey

Title: President

Date: October 5, 20 15

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: October 13, 2015

Address of Office: 508 S. Rock St.
Georgetown, TX 78626

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

Commissioners Court - Regular Session **21.**

Meeting Date: 10/20/2015

Veterans Treatment Court Resolution

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution regarding Williamson County Veterans Treatment Court.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Veterans Court Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/14/2015 09:24 AM
Form Started By: Kathy Pierce		Started On: 10/08/2015 03:04 PM
Final Approval Date: 10/14/2015		

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

That on the 20th day of October, 2015 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

WHEREAS, The Williamson County Commissioner's Court finds it in the best interest of the citizens of Williamson County that the Williamson County Veterans Treatment Court be established as a specialty court pursuant to Texas Government Code, Chapter 121 or under former law; and

WHEREAS, the Williamson County Commissioner's Court recognizes that this court has been operational as of the 3rd of March, 2015.

NOW THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court does authorize the establishment of the Williamson County Veterans Treatment Court as a specialty court to enable it to provide services needed by the citizens of our county.

Signed by:

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

Passes and approved this _____ day of October, 2015.
Grant Number: 2758102

Commissioners Court - Regular Session **22.**

Meeting Date: 10/20/2015

Recognition of Special 4d Rule

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge Williamson County's achievement as mentioned and recognized by USFWS in regards to the Georgetown salamander.

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	10/14/2015 02:18 PM
Form Started By: Rachel Rull		Started On: 10/14/2015 12:16 PM
Final Approval Date: 10/14/2015		

Commissioners Court - Regular Session **23.**

Meeting Date: 10/20/2015

change to list of vote centers for the uniform election date of 11 3 2015

Submitted For: Chris Davis **Submitted By:** Kay Eastes, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the approval of a change to one Vote Center polling location to be used for the Constitutional Amendment Election to be held November 3, 2015.

Background

The secretary for the Main Street Baptist Church advised the Elections Office a change had occured in the room available for use on election day, 11/3/15. A Bible Study group will be meeting in the Fellowship Hall. The room now available for election day is located in the Ministry Center. The location is still the Main Street Baptist Church, however, the change in room assignment has resulted in a change in address, as follows:

FROM: Main Street Baptist Church, Fellowship Hall, 1001 S. Main Street, Georgetown,
TO: Main Street Baptist Church, Ministry Center, 111 W. 10th St., Georgetown.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vote Center update

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Kay Eastes		Started On: 10/14/2015 05:22 PM
Final Approval Date: 10/15/2015		

subject to change
sujeto a cambio

Williamson County
Constitutional Amendments and Special Elections
Tuesday, November 3, 2015

Registered voters may vote at any location listed below.

Los votantes registrados podrán votar en cualquiera de los lugares de votación listados abajo

Vote Center Locations **7:00am – 7:00pm** Locaciones de Centros de Votós

CITY cuidad	Location localidad	Address direccion	City ciudad
AUSTIN	Anderson Mill Limited District	11500 El Salido Parkway	Austin
	Bethany United Methodist Church	10010 Anderson Mill Rd	Austin
	Clairmont Retirement Community	12463 Los Indios Trail	Austin
	Kelly Reeves Athletic Complex	10211 W Parmer Lane	Austin
	La Quinta Inn & Suites	10701 Lakeline Mall Dr	Austin
	Lord of Life Lutheran Church	9700 Neenah Ave	Austin
	Northwest Fellowship	13427 Pond Springs Rd	Austin
	Rattan Creek Park Comm Center	7617 Elkhorn Mountain Trail	Austin
BARTLETT	Bartlett Town Hall	140 W Clark St	Bartlett
CEDAR PARK	Cedar Park City Hall	450 Cypress Creek Rd Bldg 3	Cedar Park
	Cedar Park High School	2150 Cypress Creek Rd	Cedar Park
	Cedar Park Library	550 Discovery Blvd	Cedar Park
	Cedar Park Randalls	1400 Cypress Creek Rd	Cedar Park
	Cedar Park Recreation Center	1435 Main St Town Center	Cedar Park
	Highland Estates Ind Retirement Living	1500 N Lakeline Blvd	Cedar Park
	Vista Ridge High School	200 S Vista Ridge Blvd	Cedar Park
COUPLAND	Coupland School	620 S Commerce St	Coupland
FLORENCE	Andice Community Center	6600 FM 970 Andice	Florence
	Florence City Hall	106 S Patterson Ave	Florence
GEORGETOWN	County Central Maintenance Facility	3151 SE Inner Loop	Georgetown
	Cowan Creek Amenity Center	1433 Cool Spring Way	Georgetown
	Estrella Oaks Rehab & Care	4011 Williams Dr	Georgetown
	First Baptist Church	1333 W University Ave	Georgetown
	Georgetown Airport - Terminal Bldg	500 Terminal Dr	Georgetown
	GISD Administration Bldg	603 Lakeway Dr	Georgetown
	Parks and Recreation Administration	1101 N College St	Georgetown
	Main Street Baptist Church-Ministry Cntr	111 W. 10th St	Georgetown
	San Gabriel Presbyterian Church	5404 Williams Dr	Georgetown
	Sun City Social Center	2 Texas Dr	Georgetown
	The Caring Place Annex	2001 Railroad Ave	Georgetown
	Williamson County Inner Loop Annex	301 S E Inner Loop	Georgetown
GRANGER	SPJST Hall	114 W Davilla St	Granger
HUTTO	Hutto City Hall	401 W Front St	Hutto
	Hutto ISD Administration Bldg	200 College St	Hutto
JARRELL	Jarrell Memorial Park Comm Center	1651 CR 305	Jarrell
LEANDER	Leander Church of Christ	300 Crystal Falls Parkway	Leander
	Leander High School	3301 S Bagdad Rd	Leander
	Leander Public Library	1011 S Bagdad Rd	Leander
	Pat Bryson Municipal Hall	201 N Brushy St	Leander
	Rouse High School	1501 CR 271	Leander

subject to change
sujeto a cambio

Williamson County
Constitutional Amendments and Special Elections
Tuesday, November 3, 2015

CITY ciudad	Location localidad	Address direccion	City ciudad
LIBERTY HILL	Liberty Hill High School	16500 W SH 29	Liberty Hill
ROUND ROCK	Baca Senior Center	301 W Bagdad Ave Bldg 2	Round Rock
	Bluebonnet Trail Community Services	1009 N Georgetown Ave	Round Rock
	Brushy Creek Community Center	16318 Great Oaks Dr	Round Rock
	Cedar Ridge High School	2801 Gattis School Rd	Round Rock
	Chasco Family YMCA	1812 N Mays St	Round Rock
	Dell Diamond – Intel Club	3400 E Palm Valley Blvd	Round Rock
	Fern Bluff MUD Community Center	7320 Wyoming Springs Rd	Round Rock
	JB & Hallie Jester Annex	1801 E Old Settlers Blvd	Round Rock
	Round Rock High School	300 N Lake Creek Dr	Round Rock
	Round Rock Presbyterian Church	4010 Sam Bass Rd	Round Rock
	Round Rock Randalls	2051 Gattis School Road	Round Rock
	Round Rock Sports Center	2400 Chisholm Trail	Round Rock
	San Gabriel Rehab & Care	4100 College Park Dr	Round Rock
	Sleep Inn & Suites	1980 South IH 35 (Ex 251 McNeil Rd)	Round Rock
	Teravista Community Center	4211 Teravista Club Dr	Round Rock
	The Fellowship Church of Round Rock	3379 Gattis School Rd	Round Rock
TAYLOR	Main Street Events Center	3101 North Main	Taylor
	Taylor City Hall	400 Porter St	Taylor
	Taylor Public Library	801 Vance St	Taylor
THRALL	St John Lutheran Church	409 S Main St	Thrall
WEIR	First Baptist Church of Weir	315 FM 1105	Weir

Commissioners Court - Regular Session **24.**

Meeting Date: 10/20/2015

updated list of election judges and alternate judges to serve one year term

Submitted For: Chris Davis **Submitted By:** Kay Eastes, Elections

Department: Elections

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the updated list of election Judges and Alternate Judges to serve for a one year term beginning September 1, 2015 and ending August 31, 2016.

Background

On August 11, 2015, Commissioners Court approved the proposed list of Judges and Alternate Judges. Since that time, there have been a number of changes. Attached is the updated list of election Judges and Alternate Judges proposed to serve for a one year term beginning September 1, 2015 and ending August 31, 2016. The county chairs from the Republican Party and Democratic Party have worked with Elections Office personnel to complete this list. The changes are highlighted in gray.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

update Jdg_Alt Jdg list

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Kay Eastes		Started On: 10/14/2015 05:47 PM
Final Approval Date: 10/15/2015		

Appointment of Judge and Alternate Judge for Constitutional Amendments and Special Elections
November 3, 2015

On this the 20th day of October, 2015, the Commissioners Court of Williamson County, Texas does hereby appoint the following persons as vote center election judges and alternate judges to serve for a one year term which begins September 1, 2015 and ends August 31, 2016.

Vote Center	Appt.	Last Name	First Name
Anderson Mill Limited District	J	Coad	Charlotte
11500 El Salido Parkway, Austin	AJ	Rightmyer	Kathryn
Bethany United Methodist Church	J	Adair	Dwight
10010 Anderson Mill Road, Austin	AJ	Ples	Paul
Clairmont Retirement Community	J	Atkins	Wanda
12463 Los Indios Trail, Austin	AJ	Blaschke	Stephanie
Kelly Reeves Athletic Complex	J	Stratton	Jennifer
10211 W Parmer Lane, Austin	AJ	Stokes	Gay
La Quinta Inn & Suites	J	Ruppert	Carol
10701 Lakeline Mall Drive, Austin	AJ	Gier	Robert
Lord of Life Lutheran Church	J	Harrison	Dan
9700 Neenah Avenue, Austin	AJ	Beyer	Lana
Northwest Fellowship	J	Shaughnessy	Carin
13427 Pond Springs Road, Austin	AJ	Cobb	J. Mitch
Rattan Creek Park Community Center	J	Tollerton	Deanna
7617 Elkhorn Mountain Trail, Austin	AJ	Wimberly	Pat
Bartlett Town Hall	J	VanPraag	Jane
140 W Clark Street, Bartlett	AJ	Courtney	T. Brad
Cedar Park City Hall	J	Kelly	Tim
450 Cypress Creek Road, Bldg. 3, Cedar Park	AJ	Balli	Ramiro
Cedar Park High School	J	Barron	Paul
2150 Cypress Creek Road, Cedar Park	AJ	Sandifer	Mike
Cedar Park Library	J	Crabtree	James
550 Discovery Boulevard, Cedar Park	AJ	Pillay	Logan
Cedar Park Randalls	J	Martin	Sandra
1400 Cypress Creek Road, Cedar Park	AJ	Rathbun	Mina

Cedar Park Recreation Center	J	Webre	Catherine
1435 Main Street, Town Center, Cedar Park	AJ	Wind	Karen
Highland Estates Ind Retirement Living	J	Richardson	Ann
1500 N Lakeline Boulevard, Cedar Park	AJ	Barrera	Blanca
Vista Ridge High School	J	Jewett	Jon
200 S Vista Ridge Boulevard, Cedar Park	AJ	Soliz	Jesse
Coupland School	J	Carroll	Shannon
620 S Commerce Street, Coupland	AJ	Chapa	Mary
Andice Community Center	J	Kohn	David
6600 FM 970, Florence	AJ	Johnson	Linda
Florence City Hall	J	Goodenough	Walter
106 S Patterson Avenue, Florence	AJ	Covey	Jerry
County Central Maintenance Facility	J	Helms	Debra
3151 SE Inner Loop, Georgetown	AJ	Vogel	Phyllis
Cowan Creek Amenity Center	J	Cody	Cathy
1433 Cool Spring Way, Georgetown	AJ	Kienenberger	Cameron
Estrella Oaks Rehab & Care	J	Boydstun	Dwaine
4011 Williams Drive, Georgetown	AJ	Eisner	Kevin
First Baptist Church	J	Faraci	Anthony
1333 W University Avenue, Georgetown	AJ	Parker	Phillip
Georgetown Airport - Terminal Bldg	J	Johnson	Donna
500 Terminal Drive, Georgetown	AJ	Morgan	P. Tommy
GISD Administration Bldg	J	Schrowang	Sue
603 Lakeway Drive, Georgetown	AJ	Gallagher	Charlene
Parks and Recreation Administration	J	Moore	Nathan
1101 N College Street, Georgetown	AJ	VanBuren	Jennifer
Main Street Baptist Church	J	Chaney	Paula
1001 S Main Street, Georgetown	AJ	Wemheuer	Robert
San Gabriel Presbyterian Church	J	Gill	E. Diane
5404 Williams Drive, Georgetown	AJ	Baumwart	Kathy

Appointment of Judge and Alternate Judge for Constitutional Amendments and Special Elections
November 3, 2015

Sun City Social Center	J	Ledbetter	D. Kay
2 Texas Drive, Georgetown	AJ	Yeck	Ron
The Caring Place Annex	J	Hughes	Anna
2001 Railroad Avenue, Georgetown	AJ	Smith	Diane
Williamson County Inner Loop Annex	J	Schrowang	Russ
301 SE Inner Loop, Georgetown	AJ	Rendon	Diane
SPJST Hall	J	Tannehill	Carolynn
114 W Davilla Street, Granger	AJ	Spanel	Deborah
Hutto City Hall	J	MacEwan	David
401 W Front Street, Hutto	AJ	Covarrubias	R. Chris
Hutto ISD Administration Building	J	Hosek	Larry
200 College Street, Hutto	AJ	Albert	Frances
Jarrell Memorial Park Community Center	J	Davidson	Nita
1651 CR 305, Jarrell	AJ	Harr	Steve
Leander Church of Christ	J	Cummings	Sharon
300 Crystal Falls Parkway, Leander	AJ	Tatro	Steve
Leander High School	J	George	Gaylon
3301 S Bagdad Road, Leander	AJ	Horton	Harriet
Leander Public Library	J	Stroud	Don
1011 S Bagdad Road, Leander	AJ	Hutchens	Adrian
Pat Bryson Municipal Hall	J	Hampton	Janet
201 N Brushy Street, Leander	AJ	Cook	Terry
Rouse High School	J	Pollastro	Jennifer
1501 CR 271, Leander	AJ	Hudson	Rebecca
Liberty Hill High School	J	Griffin	Wes
16500 W SH 29, Liberty Hill	AJ	Guy	Mary
Baca Senior Center	J	Franco	E. Irene
301 W Bagdad Avenue, Bldg 2, Round Rock	AJ	Zumbahlen	Marie
Bluebonnet Trail Community Services	J	Jones	James D.
1009 N Georgetown Avenue, Round Rock	AJ	Rivera	Eva

Appointment of Judge and Alternate Judge for Constitutional Amendments and Special Elections
November 3, 2015

Brushy Creek Community Center	J	Gillis	Ronnie
16318 Great Oaks Drive, Round Rock	AJ	Garrett	Birda
Cedar Ridge High School	J	Armbruster	Steve
2801 Gattis School Road, Round Rock	AJ	Gordon	Paul
CHASCO Family YMCA	J	Vanausdal	Erika
1812 N Mays Street, Round Rock	AJ	Overman	Azucena
Dell Diamond Heritage Center	J	Gantt	Pat
3400 E Palm Valley Boulevard, Round Rock	AJ	Campbell	Shirley
Fern Bluff MUD Community Center	J	Dziadziola	David
7320 Wyoming Springs Drive, Round Rock	AJ	Carpenter	Sherrl
JB & Hallie Jester Annex	J	Fairbrother	Bill
1801 E Old Settlers Boulevard, Round Rock	AJ	McFarlane	Barbara
Round Rock High School	J	Pitts	Rick
300 N Lake Creek Drive, Round Rock	AJ	Barbini	Charlotte
Round Rock Presbyterian Church	J	Pool	Darryl
4010 Sam Bass Road, Round Rock	AJ	Summons	Julian "Jay"
Round Rock Randalls	J	Guzman	Lila
2051 Gattis School Road, Round Rock	AJ	Narvaez	Ruben
Round Rock Sports Center	J	Durham	David
2400 Chisholm Trail Drive, Round Rock	AJ	Afsah	Ghazala
San Gabriel Rehab & Care	J	Garza	Dan
4100 College Park Drive, Round Rock	AJ	Garrett	Celia
Sleep Inn & Suites	J	Felthauser	James
1980 S IH 35, Exit 251, Round Rock	AJ	Risinger	Ronny
Teravista Community Center	J	Stutzman	Brad
4211 Teravista Club Drive, Round Rock	AJ	Craig	Randall
The Fellowship Church of Round Rock	J	Janda	Shelley
3379 Gattis School Road, Round Rock	AJ	Huffstutler	Keith
Main Street Events Center	J	Collins	Gayle
3101 North Main, Taylor	AJ	Turner	Angela

Taylor City Hall	J	Brown	Betty
400 Porter Street, Taylor	AJ	Werner	Pat
Taylor Public Library	J	King	Iylehia
801 Vance Street, Taylor	AJ	Yerby	Barbara
St John Lutheran Church	J	Stoddard	Reed
409 S Main Street, Thrall	AJ	Gomez	Janie
First Baptist Church of Weir	J	Schumacher	David
315 FM 1105, Weir	AJ	Webster	Paul

Commissioners Court - Regular Session **25.**

Meeting Date: 10/20/2015

Trail and Access Use Agreement with Trails at Shady Oak Residential Community, Inc.

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Trail and Access Use Agreement with Trails at Shady Oak Residential Community, Inc.

Background

The Trails at Shady Oak Residential Community, Inc. and the Williamson County Parks Department seek to establish an agreement for the public's restricted access to, and use of the County's sidewalk, road and trail systems within the Southwest Williamson County Regional Park, and the Property Owner's sidewalk, road and trail systems within the Trails at Shady Oak Residential Community.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Trail and Access Use Agreement with Trails at Shady Oak Residential Community, Inc.

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/15/2015 10:59 AM
County Judge Exec Asst.	Wendy Coco	10/15/2015 04:12 PM
Form Started By: Randy Bell		Started On: 10/15/2015 10:44 AM
Final Approval Date: 10/15/2015		

TRAIL ACCESS AND USE AGREEMENT

This Trail Access and Use Agreement ("Agreement") is between **Williamson County, Texas** ("County"), being a political subdivision of the State of Texas, and the Trails at Shady Oak Residential Community, Inc., a Texas nonprofit corporation **("Property Owner")** named on the signature page herein below ("Property Owner"), which are both adjoining real property owners For purposes of this Agreement, County and Property Owner may be individually referred to herein as the "Party" and collectively referred to as the "Parties". The purpose of this Agreement is to establish an agreement which is acceptable to both Parties for the public's restricted access to and use of the County's sidewalk, road and trail systems within the Southwest Williamson County Regional Park and the Property Owner's sidewalk, road and trail systems, as depicted in the enclosed **Exhibit "A"**. Each Party's respective sidewalk, road and trail systems may be individually referred to as either County's Trails or Property Owner's Trails; and both Parties' sidewalk, road and trail systems may be collectively referred to herein as the "Parties' Trails".

AGREEMENT

For and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Agreements, Obligations and Understandings of Both Parties:

1. Access between the Parties' Trails shall be open for public use.
2. The conditions of this Agreement can be changed in writing at any time by either Party upon the written consent of both Parties.
3. The Parties' Trails shall be used by the public only for hiking and biking.
4. No fee will be charged for the public's access to or use of either Party's Trails in accordance with the terms of this Agreement.
5. Each respective Party's Trails shall be maintained separately by each respective Party.
6. Each respective Party's Trails will be kept clear, marked and clean by each respective Party.
7. Respective trailhead markers, private property courtesy signs, undesired or prohibited uses signs (e.g. motorized travel, horses, hunting, etc.) and trail etiquette signs may be installed in pertinent locations by each respective Party in relation to such Party's Trail.
8. The Parties' Trails will remain accessible to the public except during special events and trail closure events. Trail closures notices will be posted at information kiosks located at designated intersection of each Party's respective Trails access point and will be removed by the Party who posted the Trail closure notice upon conclusion of Trail closure. Possible Trail closing scenarios are listed in the Trail Closure Section herein below.
9. Neither Party may, without written consent of the other Party, install any signs, facilities or other types of improvements on, along or next to the Trails of the other Party.
10. At a minimum, each Party's representatives will meet annually (February) to discuss any possible additional opportunities or concerns.
11. Both Parties will work cooperatively and in good faith to address topics identified herein.
12. Both Parties hereby agree and acknowledge this Agreement does not transfer, convey or grant any right, title or interest in the other Party's real property. This Agreement is intended as a

mutual grant of a revocable and non-exclusive license between the Parties in order to allow the public to access and use each respective Party's Trails for the limited use and purpose of hiking and biking only.

B. Liability, Immunity and Assumption of Risk:

The Parties acknowledge that each Party may be able to assert defenses to various types of liability claims under Texas laws relating to recreational use of property, including but not limited to the Texas Tort Claims Act and Chapter 75 of the Texas Civil Practice and Remedies Code.

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither Party waives, modifies, or alters 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.

Access and use of any portion of either Party's Trails by members of the public is at their own risk. Neither Party by entering into this Agreement assumes any duty to or for the benefit of the general public for defects in the location, design, installation, repair or maintenance of either Party's Trails, for any unsafe conditions that may exist, from time to time, on, near or adjacent to either Party's Trails; or for the failure of either Party to inspect for or warn against possibly unsafe conditions; or to close a Party's Trails to public access if unsafe conditions may be present.

C. Agreements and Obligations of County:

County hereby agrees, at its sole cost, to:

1. Provide design concept information for an Entrance Arch structure to be located on property owned by the County at a designated intersection of each Party's Trails' access point.
2. Provide design concept information for a Trailhead Kiosk structure to be located on property owned by the County at a designated intersection of each Party's Trails' access point.
3. Provide "Trail Etiquette" signage for the Trailhead Kiosk structure to be located at a designated intersection of each Party's Trails' access point.
4. Maintain the Entrance Arch and Trail Kiosk following completion of construction.

D. Agreements and Obligations of Property Owner:

Property Owner hereby agrees, at its sole cost, to:

1. Construct an Entrance Arch structure at a designated intersection of each Party's Trails' access point utilizing County's design concept information.
2. Construct a Trailhead Kiosk structure at a designated intersection of each Party's Trails access point utilizing Williamson County's design concept information.

E. Trail Closure Section:

Actions to close public access to either Party's Trails or segments of either Party's Trails due to trail related events, issues, concerns or emergencies will be based on the following grades of closure, as determined by the respective Party that owns the Trails in question:

High – immediate life threatening or threat to public safety; requires immediate closure until resolved.
Moderate – potential threat to public safety; requires immediate notification to users; to be addressed as soon as conditions allow.
Low – routine trail maintenance; public notification at all public access points and notification to the other Party within 24 hours prior to such closure; to be addressed as necessary.
Special Events – public notification at all public access points and notification to the other Party within 24 hours prior to such closure in order to avoid user conflicts; closure must be lifted upon conclusion of special event.

F. Term and Termination:

The term of this Agreement shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until terminated by either party. Either Party may terminate this Agreement in writing at any time for any reason (with or without cause) upon thirty (30) calendar day's notice to the other Party.

G. Miscellaneous:

1. Notice. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set out in the signature page herein below.
2. 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 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.
3. Assignment. No Party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all Parties to this Agreement.
4. Incorporation of Exhibits and Attachments. All of the Exhibits and Attachments, and Appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
5. 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.

6. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each Party to this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective as of the date of the last Party's execution hereof.

COUNTY:

WILLIAMSON COUNTY, TEXAS

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contact Name: _____

Contact Address: _____

_____

Contact Phone: _____

PROPERTY OWNER:

Trails at Shady Oak Residential Community Inc.
(Name of Property Owner)

Signature: _____

Printed Name: BRYAN BEIL

Title: PRESIDENT

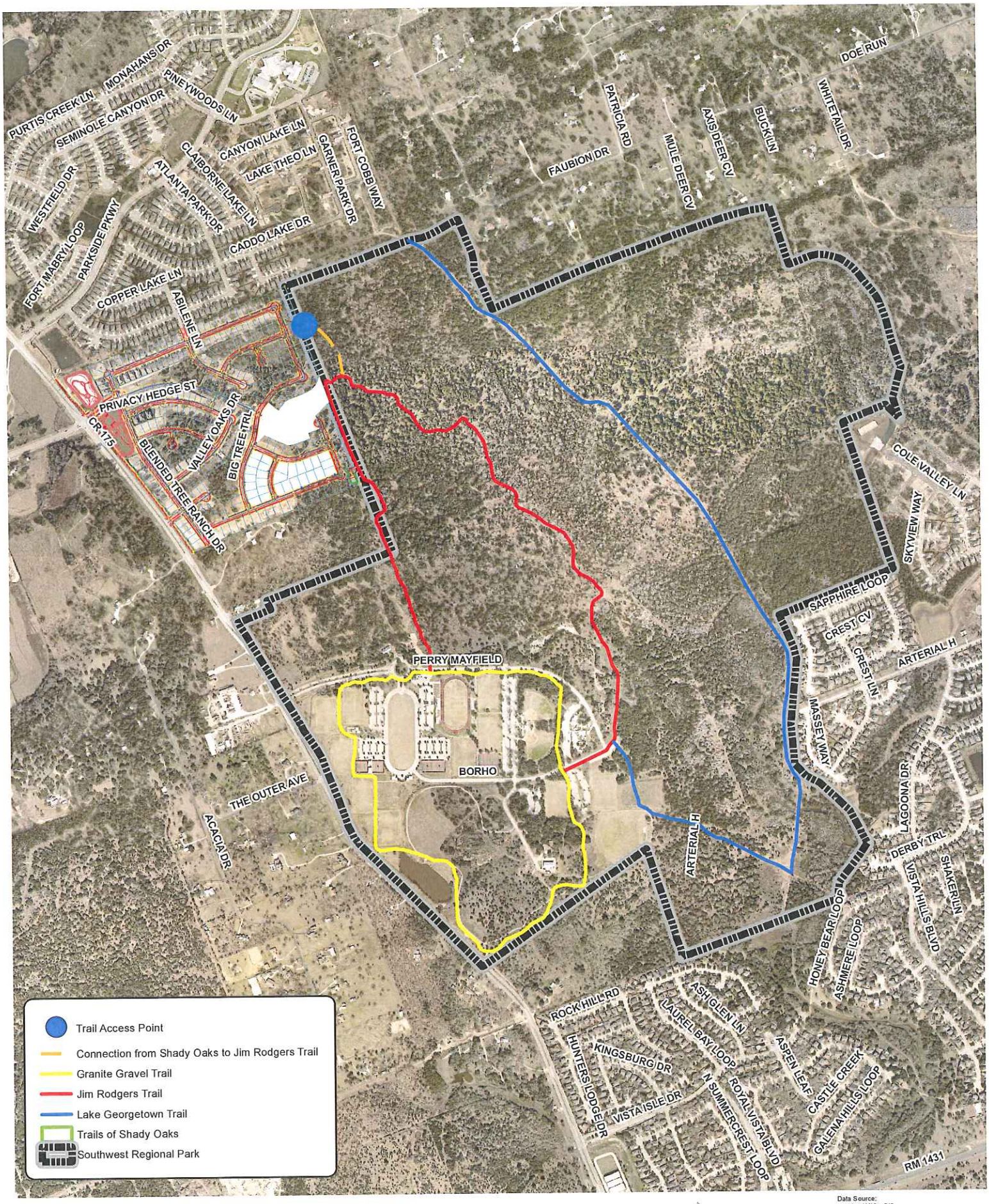
Date: 10.14.15

Contact Name: JAVIER CANSINO

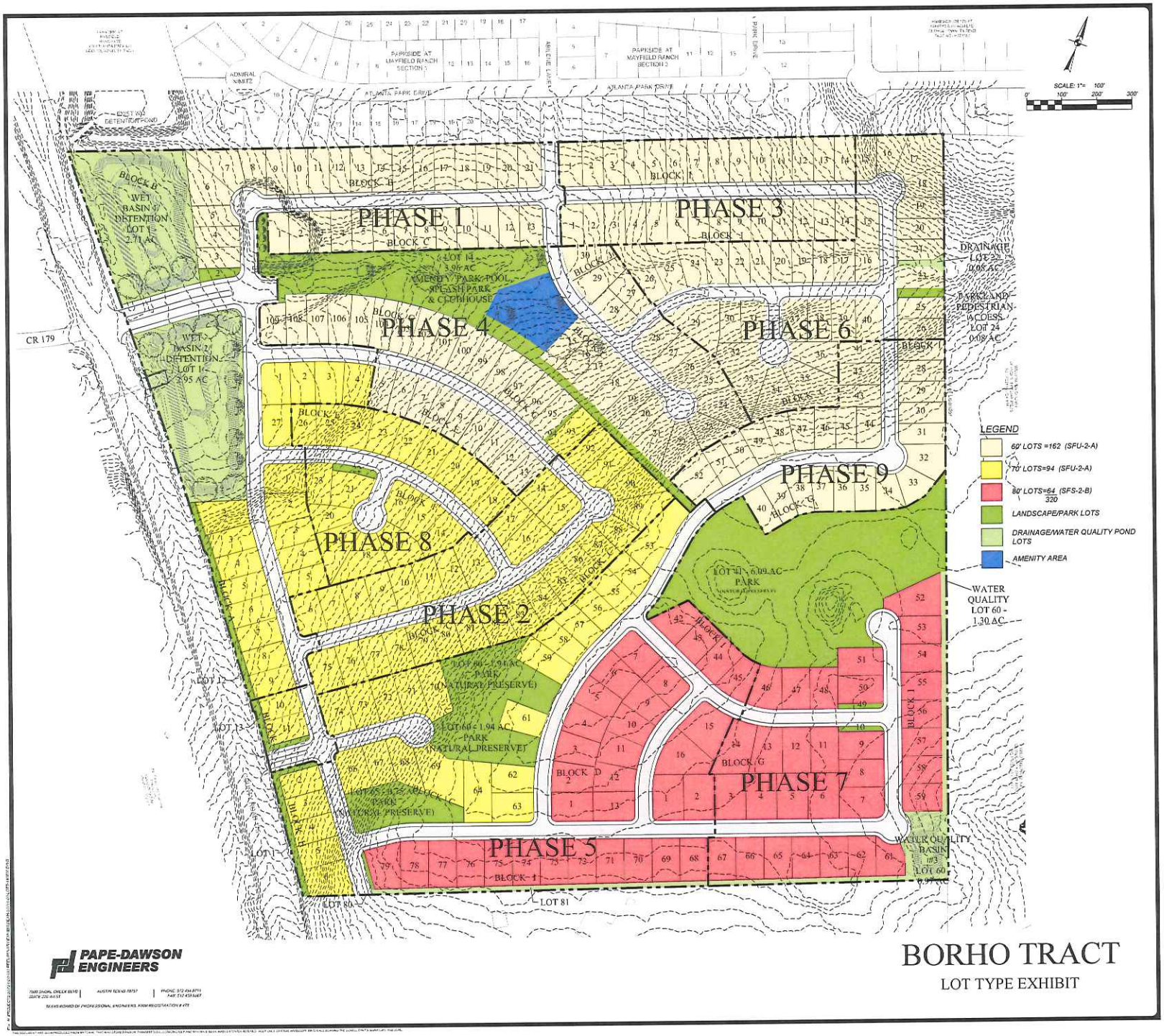
Contact Address: 115 WILDBASIN RD #308
AUSTIN, TX 78746

Contact Phone: 512.347.2876

Exhibit A



Data Source:
Roads - WilCo GIS
Parks Trails - WilCo GIS
Parks Boundary - WilCo GIS
Aerial Imagery 2015 - Pictometry International
Trails of Shady Oaks - Pape- Dawson Engineers



PAPE-DAWSON ENGINEERS

BORHO TRACT

LOT TYPE EXHIBIT

Commissioners Court - Regular Session **26.**

Meeting Date: 10/20/2015

CAPCOG Regional Notification System Interlocal Agreement

Submitted By: Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take action on the approval of the Interlocal Agreement between the Capital Area Council of Governments (CAPCOG) and Williamson County on the access and use of the Regional Notification System (RNS).

Background

The Capital Area Council of Governments (CAPCOG) has provided a Regional Notification System (RNS) for use by local government entities for the purpoase of mass notification. The system is primarily used for or during emergencies to warn citizens of impending danger or to provide immediate instructions for life safety.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CAPCOG RNS ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Jarred Thomas		Started On: 10/15/2015 08:59 AM
Final Approval Date: 10/15/2015		

INTERLOCAL AGREEMENT
BETWEEN THE CAPITAL AREA COUNCIL OF GOVERNMENTS AND
WILLIAMSON COUNTY
FOR USE BY WILLIAMSON COUNTY OF THE
CAPCOG REGIONAL NOTIFICATION SYSTEM

This Agreement is by and among Williamson County and the Capital Area Council of Governments (CAPCOG) (also referred to as the "Parties" or a "Party").

RECITALS

Whereas, the Regional Notification System (RNS), an automated phone-dialing tool, helps authorized public safety personnel in the 10-county CAPCOG region alert residents, response groups, disaster recovery planners and other selected contacts during emergencies and for other governmental activities.

Whereas, the RNS is a computer-based system that uses phone numbers and addresses maintained by the 9-1-1 system, as well as a cell phone registration system, to warn people in a given area of threats posed by wildfires, floods, chemical releases, criminal activity and other emergency incidents.

Whereas, the RNS also uses other databases, provided by both the vendor and the jurisdiction using the system to provide notification of people within a specified area or contained on a notification list of information that may impact them.

Whereas, this Agreement is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each party's monetary obligations, if any, are for the performance of governmental functions or services and are payable only from the current revenues appropriated and available for the performance of those functions or services.

AGREEMENT

Section 1. Purpose

This Agreement authorizes Williamson County to use the RNS provided by CAPCOG.

Section 2. CAPCOG's Duties and Rights.

CAPCOG agrees to perform the duties assigned to it in the latest revision of the CAPCOG *Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG

Executive Committee, which is attached hereto as Exhibit A and incorporated into this Agreement.

At its sole discretion, CAPCOG may immediately disable Williamson County's user account while an investigation into a possible violation by Williamson County of the CAPCOG *Regional Notification System (RNS) Policies and Procedures* is being conducted or while the agreement is being terminated pursuant to section 5, below.

CAPCOG agrees to maintain current *Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG Executive Committee, and to distribute all updates to Williamson County within five (5) working days of approval.

CAPCOG agrees to maintain and make available all training materials related to the Regional Notification System on a dedicated website.

CAPCOG agrees to provide written materials to each participating jurisdiction that clearly identify the telephone contact information to be used to contact the RNS vendor when assistance is needed in making a notification using the system.

Section 3. Williamson County's Duties and Rights.

Williamson County agrees to use the RNS solely in accordance with the latest revision of the CAPCOG *Regional Notification System (RNS) Policies and Procedures* as approved by the CAPCOG Executive Committee, which is attached hereto as Exhibit A and incorporated into this Agreement.

Williamson County agrees to contact the RNS vendor at the telephone numbers provided by CAPCOG in accordance with Section 2, for guidance on operational issues or when Williamson County needs assistance in making a notification using the system.

If Williamson County receives a request under the Texas Public Information Act for disclosure of any of the 9-1-1 database information, including names addresses and telephone numbers of persons who have been notified using that portion of the RNS that derives its call list from the 9-1-1 database, Williamson County agrees not to disclose the information prior to notification of CAPCOG's Emergency Communications Division in writing within two business days of the receipt of the request.

Section 4. Agreement Term

The term of this Agreement commences on the date the signed agreement is returned to CAPCOG and continuing until this agreement is superseded by another agreement related to use of the RNS or cancelled in writing by either party.

Section 5. Termination

Either Party may terminate this Agreement at any time upon thirty calendar (30) days' prior written notice to the other Party. However, if Williamson County violates the CAPCOG *Regional Notification System (RNS) Policies and Procedures* and does not correct the violation within five (5) business days after CAPCOG gives Williamson County written notice of the violation, this constitutes grounds for termination of this Agreement. If Williamson County fails to timely correct the violation after notice from CAPCOG, CAPCOG may terminate this Agreement by notifying Williamson County, in writing, of its intent to terminate, and the Agreement terminates fifteen (15) calendar days after the date on the notice.

Section 6. Limitation of Liability and Governmental Immunity

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage results from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.

Section 7. Fees.

There is no cost to Williamson County for use of the RNS.

Section 8. <u>Notice</u>.

All notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

When notices sent are hand delivered, notice shall be deemed effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

Either Party may change its address for notice under this Agreement by providing a notice of the change in compliance with this paragraph to the other Party.

Notice will be provided to the following persons or their successors:

Williamson County: Honorable Dan A. Gattis
County Judge
710 South Main Street Ste.101
Georgetown, TX 78626

CAPCOG: Betty Voights
Executive Director
6800 Burleson Road, Building 310, Suite 165
Austin, Texas 78744

Section 9. Miscellaneous

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the Party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by both Parties.

This Agreement is executed in duplicate originals.

Capital Area Council of Governments

By:_____
Betty Voights
Executive Director

Williamson County

By: _____
Dan A. Gattis
County Judge

Commissioners Court - Regular Session **27.**

Meeting Date: 10/20/2015

Advertise Fog Seal Cul-de-sac

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 Fog Seal Cul-De-Sac for Williamson County Road and Bridge, Bid# 1509-013.

Background

This bid is for materials, experienced fog seal crews and equipment to resurface cul-de-sacs that were part of the Subdivision Seal Coat 2015.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/08/2015 08:43 AM
County Judge Exec Asst.	Wendy Coco	10/08/2015 09:44 AM
Form Started By: Connie Singleton		Started On: 10/07/2015 01:43 PM
Final Approval Date: 10/08/2015		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Fog Seal Cul-De-Sac Williamson County Road and Bridge

BIDS MUST BE RECEIVED ON OR BEFORE:
Nov 17, 2015 3:00:00 PM CST
BIDS WILL BE PUBLICLY OPENED:
Nov 17, 2015 3:00:00 PM CST

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

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 this entire IFB.

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ 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: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ 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."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **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.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated 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 Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1509-013
Fog Seal Cul-De-Sac Williamson County Road and Bridge

Bid Number	**1509-013**
Bid Title	**Fog Seal Cul-De-Sac Williamson County Road and Bridge**
Expected Expenditure	**$121,000.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Nov 17, 2015 3:00:00 PM CST**
Question & Answer End Date	**Nov 10, 2015 5:00:00 PM CST**
Bid Contact	**Connie Singleton** **512-943-1553** **csingleton@wilco.org**
Contract Duration	**15 days**
Contract Renewal	**Not Applicable**
Prices Good for	**90 days**
Pre-Bid Conference	**Nov 4, 2015 3:00:00 PM CST** **Attendance is optional** **Location: Williamson County - Road and Bridge** **3151 S.E. Inner Loop Sujite B** **Georgetown, TX 78626**

Bid Comments

FOG SEAL CUL-DE-SAC WILLIAMSON COUNTY ROAD AND BRIDGE
Williamson County is seeking qualified companies to provide materials, experienced fog seal crews and equipment to resurface cul-de-sacs that were part of the Subdivision Seal Coat 2015.

BID SUBMISSION CHECK LIST

For Electronic Bid on Bidsync (PREFERRED) -The following documents MUST be completed and attached to the FIRST LINE ITEM.

1. **Conflict of Interest Form**
2. **References**
3. **Bid Affidavit**
4. **Bid Bond**
5. **Pricing – enter on each line item for Bidsync electronic Bid**

If delivering a paper bid, the ABOVE documents must be completed and added with the price sheet and delivered to:
Williamson County Purchasing, 901 South Austin Ave, Georgetown, TX 78626.

BID BOND REQUIRED
Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in Bidsync and are using Surety 2000, you may import your bid bond directly from the Surety 2000 web site.
To use a different bond provider you MUST:
Scan the completed bond
Download the completed bond to the line item of this bid with your other required documents.
On all bids requiring a bid bond – you MUST supply the bond according to the instructions below or your bid will be disqualified.
All Bids shall be accompanied by either:
a certified cashier's check: payable without recourse to Williamson County and drawn upon a National

or State bank in an amount not less than five percent (5%) of the total maximum bid price; OR
a bid bond not less than five percent (5%) of the total maximum bid price, from a surety company authorized to do business in the state of Texas.
For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price;
Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.
Bids requiring a bid bond and submitted without a cashier's check or a bid bond will not be considered.

TIME OF PERFORMANCE
The Contract Period is the date of award through final completion of project. This project is to be substantially completed in Fifteen (15) calendar days after County's Notice-to-Proceed with the work and finally completed in twenty (20) calendar days after County's Notice to Proceed.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within ten (10) calendar days after such notification.

LIQUIDATED DAMAGES for failure to substantially complete the work within the allotted time will be applied. The road-user cost Liquidated damages are $200 per calendar day.

PERFORMANCE AND PAYMENT BONDS
To the extent this IFB is for the procurement of a public work contract, the following shall apply:

Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract.

Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County prior to issuing Notice to Proceed. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than $50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of 20% of the total project construction cost. This Warranty Bond shall be security for the true and faithful performance of all warranties for 1 year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

CONTRACT ADMINISTRATION

J. Terron Evertson, P.E. (or successor), Director of Road and Bridge, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.

The Successful Bidder agrees to maintain insurance in accordance with this IFB.
Successful Bidder will be required to submit Certificates of Insurance prior to being awarded the Contract. (COI may be attached to signed contract) A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the

following address:

Williamson County
901 South Austin Avenue
Georgetown, Texas 78626

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

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

The following coverage limits shall be required at a minimum:

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

E. Umbrella Coverage: $1,000,000

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

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

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

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

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

WORKERS' COMPENSATION COVERAGE REQUIREMENTS

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

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

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

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 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

Item Response Form

Item	**1509-013--01-01 - Fog Seal**
Quantity	**6867 gallon**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 6867

Description
Item 315 No 2010

Item	**1509-013--01-02 - Mobilization**
Quantity	**1 lump sum**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1

Description
Item 500 No 2001

General Notes and Technical Specifications

Cul-De-Sac Fog Seal

Definition of Terms

Fog Seal Season: October 1 through June 30.

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

Contractor: Successful bidder of the attached invitation to bid.

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

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

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

TxDOT: Texas Department of Transportation.

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the inspector) for a continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for twenty (20) working days.

Contractor shall not work after the ending of fog seal season (June 30), except with the approval of the Engineer.

The Contractor shall arrange the fog seal operation in such a manner as to avoid excessive inconvenience to the public.

Prior to commencing fog seal applications, all cul-de-sac residents shall be informed by the contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home within the next 2 hours. Contractor shall provide the County with a background check on all persons the Contractor proposes to utilize in

informing residents. No person with convictions, other than traffic violations, on their back ground check will be allowed to inform residents that the fog seal application is about to occur.

If there is a manufacturer/authorized dealer certification requirement for applying a proposed product, the **Contractor must be approved by the manufacturer/authorized dealer as a certified applicator.**

The Contractor shall not apply a fog seal the day before or on the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

Contractor shall provide a cul-de-sac by cul-de-sac schedule before any work shall begin.

Contractor shall not apply fog seal to more than 8 cul-de-sacs per crew in one working day.

Contractor shall not fog seal or apply asphaltic material to roadway surface before 9:00 am or after 2:00 pm, unless directed by the Engineer.

The County shall notify abutting property owners twice of upcoming fog seal operations by means of door hangers. The first door hanger will be distributed ten (10) to fourteen (14) days prior to fog seal application, while the second door hanger will be distributed two (2) days prior to fog seal application.

Contractor will coordinate daily with the County for a listing of cul-de-sacs that have received advanced notice of fog seal operations (door hangers). Contractor shall not begin fog seal operations on streets in which no advance notice has been provided to the residents.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

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

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

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

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

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

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Inspector.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

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

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

ITEM 300 – Asphalts, Oils, and Emulsions

Contractor shall use a Hard Residue Surface Sealant specialty emulsion for fog seal operations that meet requirements in Special Provision 300-025 (MOD).

SPECIAL PROVISION 300-25 (MOD)

Article 300.2. Materials, E. Specialty Emulsions. Specialty emulsions shall be asphalt-based, must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

ITEM 315 – Fog Seal

315.1. Description. Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

315.2. Materials. Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions." Provide water free of industrial wastes and other objectionable matter.

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

315.3. Equipment. Provide applicable equipment in accordance with Article 316.3, "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

315.4. Construction. Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damped area; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to Item 315.

Fog seal shall only be applied in the following conditions: Pavement temperature is 60 degrees and rising not to exceed 130 degrees, air temperature is 60 degrees and rising not to exceed 90 degrees, and dew point separation is 15 degrees or more below the air temperature. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Application of the fog seal should be conducted using the distributor spray bars and nozzles to the extent possible. Except where absolutely necessary, hand or wand work shall not be utilized.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature.

Use paper or other approved material at beginning and end of each shot to construct a straight transverse joint and prevent overlapping applied material.

Use sufficient pressure to flare the nozzles fully.

Distribute material at the rate shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

Do not apply asphalt to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

315.5. Measurement. This Item will be measured by the gallon of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture.

315.6. Payment. The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fog Seal" of the type and grade specified. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.

ITEM 316 – Surface Treatments

316.3. Equipment.

A. Distributor. Furnish a distributor that will apply the asphalt material uniformly at the specified rate or as directed. Stop application if asphalt application is not uniform due to streaking, ridging, formation of excess asphalt, or inability of asphalt to remain at applied location. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause for non-uniform application. If the cause is high or low viscosity of the emulsion, no further asphalt application will occur until material meeting the contract specifications is provided.

The Engineer may stop asphalt application and require test strips at the Contractor's expense if any of the following occurs: 1) non-uniformity continues after corrective action, 2) on three consecutive shots, application rate differs by more than 0.02 gallons per square yard from the desired rate, or 3) any shot differs by more than 0.04 gallons per square yard from the desired rate.

1. **Transverse Variance Rate.** When a transverse variance rate is shown on the plans, ensure that the nozzles outside the wheel paths will output a predetermined percentage more of asphalt material by volume than the nozzles over the wheel paths.

2. **Calibration.**

   a. **Transverse Distribution.** Furnish a distributor test report, no more than 1 yr. old, documenting that the variation in output for individual nozzles of the same size does not exceed 10% when tested at the greatest shot width in accordance with Tex-922-K, Part III.

      Include the following documentation on the test report:

      - the serial number of the distributor,
      - a method that identifies the actual nozzle set used in the test, and
      - the fan width of the nozzle set at a 12-in. bar height.

      When a transverse variance rate is required, perform the test using the type and grade of asphalt material to be used on the project. The Engineer may verify the transverse rate and distribution at any time. If verification does not meet the requirements, correct deficiencies and furnish a new test report.

   b. **Tank Volume.** Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I.

      Calibrate the distributor within the previous 5 years of the date first used on

the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

ITEM 502 Barricades, Signs, and Traffic Handling

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

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

The driveway(s) for each residence in the cul-de-sac shall have cones or TY III barricades placed to remind residents of the fog seal work.

Contractor shall assign at least one competent employee to each cul-de-sac that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non-cured fog seal.

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

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

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with written approval by the Inspector. Two lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to Bid Item emulsified fog seal.

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

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

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

WILLIAMSON COUNTY
GOVERNING SPECIFICATIONS

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

( ) REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 - 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 315 FOG SEAL (204)(300)(316)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 662 WORK ZONE PAVEMENT MARKINGS
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (678)

SPECIAL PROVISIONS: <u>THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES</u>:

SPECIAL PROVISION TO ITEM 300 (300---025) (MOD)
SPECIAL PROVISION TO ITEM 300 (300---032)
SPECIAL PROVISION TO ITEM 316 (316---016)
SPECIAL PROVISION TO ITEM 502 (502---006)

2004 Specifications

SPECIAL PROVISION
300---025 (MOD)
Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," 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 300.2. Materials, E. Specialty Emulsions. The first sentence is voided and replaced with the following:

Specialty emulsions shall be asphalt-based, must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

Article 300.2. Materials, E. Specialty Emulsions is supplemented by the following:

Table 11A
Hard Residue Surface Sealant

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53[1]	250	--
Uniformity	D 2939	Pass[2]	
Resistance to heat	D 2939	Pass[3]	
Resistance to water	D 2939	Pass[4]	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional)[5]	D 2939	Pass[6]	
Ultraviolet exposure, UVA-340, 0.77 W/m^2, 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure[7]	G 154	Pass[8]	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

2004 Specifications

SPECIAL PROVISION

300---032

Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," 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 300.2. Materials. The first paragraph is voided and replaced by the following:

Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Unless otherwise shown in the plans and specifications, provide asphalt materials that have been preapproved for use by the Construction Division, in accordance with Tex-545-C, "Asphalt Binder Quality Program."

2004 Specifications

SPECIAL PROVISION

316---016

Surface Treatments

For this project, Item 316, "Surface Treatments", 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 316.3.A.3. Computerized Distributor. This section is voided and not replaced.

Article 316.4.D.3. Asphalt Material Designed for Winter Use. This section is voided and replaced by the following:

A. Cold Weather Surface Treatments. When asphalt application is allowed outside of the above temperature restrictions, the Engineer will approve the binder grade and the air and surface temperatures for asphalt material application. Apply surface treatment at air and surface temperatures as directed.

Article 316.5.A. Asphalt Material. This section is voided and replaced by the following:

B. Asphalt Material. Asphalt material will be measured at the applied temperature by strapping the tank just before and just after road application and determining the net volume in gallons from the distributor's calibrated strap stick. The quantity to be measured for payment will be the number of gallons used, as directed, in the accepted surface treatment.

2004 Specifications

SPECIAL PROVISION

502---006

Barricades, Signs, and Traffic Handling

For this project, Item 502, "Barricades, Signs, and Traffic Handling," 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 502.2. Construction. The first paragraph is voided and replaced by the following:

All barricades, signs and other types of devices listed above shall conform to the requirements of the plans, the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and the Compliant Work Zone Traffic Control Devices (CWZTCD) list. In cases of disagreement between these documents, the CWZTCD list shall govern over plans, and the TMUTCD shall govern over both the CWZTCD list and plans.

The following paragraph has been added to reflect new sheeting requirements for work zone signs and traffic control devices:

- All work zones shall use fluorescent prismatic reflective sheeting, meeting the requirements of Departmental Material Specification DMS-8300 Type E, for all signs and traffic control devices that have an orange background and a black non-reflective legend. All signs with a white background and black non-reflective legend shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C. Orange and white sheeting used on channelizing devices shall be manufactured using High Specific Intensity sheeting meeting the requirements of DMS-8300 Type C.

At no time shall the Contractor mix Type E fluorescent orange sheeting with orange Type C High Specific Intensity sheeting on the same project. White Engineering Grade (Type A) shall not be mixed with white High Specific Intensity (Type C) sheeting.

Refer to the plans and standard plan sheets for additional details.

Article 502.3. Measurement and Article 502.4. Payment are voided and replaced by the following:

502.3. Measurement and Payment. The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work under this Item will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

AREA KEY	STREET	SUBDIVISION	AREA (ft^2)	AREA (yd^2)
4390	Christine Lane	Ancient Oaks Sec 1	8,396.5	932.9
10090	Dawn Drive	Ancient Oaks Sec 1	1,662.3	184.7
15640	Laura Lane	Ancient Oaks Sec 1	2,188.8	243.2
15550	Lantana Lane	Anderson Mill West Sec 1	2,770.4	307.8
15590	Larkspur Way	Anderson Mill West Sec 1	2,413.4	268.2
18410	Mulberry Way	Anderson Mill West Sec 1	4,582.0	509.1
20400	Piney Creek Lane	Anderson Mill West Sec 1	2,537.1	281.9
20460	Plum Creek Road	Anderson Mill West Sec 1	4,672.4	519.2
21400	Red Bay Drive	Anderson Mill West Sec 1	3,587.5	398.6
25410	Sweetgum Trace	Anderson Mill West Sec 1	5,400.4	600.0
21200	Rainfall Trail	Anderson Mill West Sec 14	5,614.6	623.8
2030	Black Cherry Drive	Anderson Mill West Sec 2	4,753.0	528.1
5150	Cottonweed Trail	Anderson Mill West Sec 2	2,171.9	241.3
13380	Hickory Drive	Anderson Mill West Sec 2	2,903.4	322.6
15690	Lauretta Wood Drive	Anderson Mill West Sec 2	1,986.7	220.7
16220	Locust Cove	Anderson Mill West Sec 2	5,977.0	664.1
1990	Birds Nest Court	Anderson Mill West Sec 3	5,946.9	660.8
2130	Blazing Star Trail	Anderson Mill West Sec 3	2,711.1	301.2
3810	Cat Claw Cove	Anderson Mill West Sec 3	5,245.7	582.9
4960	Copperlilly Cove	Anderson Mill West Sec 3	5,218.7	579.9
10800	Ebony Lane	Anderson Mill West Sec 3	3,359.3	373.3
13230	Hawthorn Cove	Anderson Mill West Sec 3	4,875.1	541.7
17790	Mexican Plum Trail	Anderson Mill West Sec 5	5,355.9	595.1
22460	Sabinal Trail	Anderson Mill West Sec 5	6,442.9	715.9
25830	Tierra Blanco Cove	Anderson Mill West Sec 5	5,212.6	579.2
25840	Tierra Blanco Trail	Anderson Mill West Sec 5	2,158.6	239.8
1720	Beechnut Cove	Anderson Mill West Sec 6	5,276.6	586.3
3935	Cedar Hollow Road	Cedar Hollow Crossing	512.2	56.9
16500	Lost Oak Cove	Cedar Hollow Crossing	1,490.2	165.6
19070	Oak Haven Circle	Cedar Hollow Crossing	1,688.3	187.6
n/a	Terri Court	Gabriel Estates (City of Georgetown)	4,548.3	505.4
3730	Casey Cove	Hunters Glenn Sec 1	5,012.9	557.0
5220	Courtney Lane	Hunters Glenn Sec 1	11,359.3	1,262.1
16660	Mackenzie Lane	Hunters Glenn Sec 1	12,759.3	1,417.7
16688	Madeline Cove	Hunters Glenn Sec 1	5,930.3	658.9
16690	Madeline Loop	Hunters Glenn Sec 1	5,274.2	586.0
310	Alexandra Lane	Hunters Glenn Sec 2	2,646.7	294.1
2380	Boerne Drive	Hunters Glenn Sec 2	7,847.5	871.9
16695	Madeline Loop	Hunters Glenn Sec 2	2,585.2	287.2
21840	Robby Lane	Hunters Glenn Sec 2	2,569.0	285.4
23330	Shannon Meadow Cove	Lakeline Oaks Sec 1	13,282.9	1,475.9
27800	Windy Oaks Cove	Lakeline Oaks Sec 1	5,149.6	572.2
27940	Wood Ridge Cove	Lakeline Oaks Sec 1	5,030.2	558.9
9630	Cranberry Cove	Lakeline Oaks Sec 2	5,158.5	573.2
14040	Hunter's Creek Cove	Lakeline Oaks Sec 2	10,475.3	1,163.9
19160	Oakshire Cove	Lakeline Oaks Sec 2	10,115.2	1,123.9
15280	Kristen Lane	Lakeline Oaks Sec 3	10,207.0	1,134.1
16080	Little Creek Cove	Lakeline Oaks Sec 3	5,141.6	571.3
20620	Portwood Bend Cove	Lakeline Oaks Sec 5	15,732.1	1,748.0
27120	Way Cross Drive	Lost River Ranches Sec 1	2,574.8	286.1
27140	West Lake Parkway	Lost River Ranches Sec 2	5,380.7	597.9
27660	Wind Ridge Cove	Lost River Ranches Sec 2	7,951.4	883.5
2240	Blue Quail Drive	Middle Gabriel Estates (unrecorded)	5,284.5	587.2
11500	Fawn Glen	Middle Gabriel Estates (unrecorded)	2,939.4	326.6
21270	Rancho Bueno Drive	Middle Gabriel Estates (unrecorded)	6,915.2	768.4
19090	Oak Ridge Circle	Oak Ridge	5,220.0	580.0

AREA KEY	STREET	SUBDIVISION	AREA (ft^2)	AREA (yd^2)
2670	Brazos Drive	Rivers Crossing Ph 1	4,955.7	550.6
20100	Pecos Drive	Rivers Crossing Ph 1	4,757.0	528.6
22650	San Jacinto Drive	Rivers Crossing Ph 2	6,876.1	764.0
2125	Blanco Drive	Rivers Crossing Ph 3	13,115.0	1,457.2
2510	Bosque Drive	Rivers Crossing Ph 3	5,757.4	639.7
22480	Sabine Drive	Texas Traditions Ph 1	5,534.5	614.9
25745	Texas Traditions	Texas Traditions Ph 1	3,284.2	364.9
22500	Sabine Drive	Texas Traditions Ph 2B	4,888.7	543.2
			343,371.7	**38,152.4**

INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	KEY SHEET MAP
3	MAP SHEET 3
4	MAP SHEET 4
5	MAP SHEET 5
6	MAP SHEET 6
7	MAP SHEET 7
8	MAP SHEET 8
9	MAP SHEET 9
10	MAP SHEET 10
11	MISCELLANEOUS DETAILS
STANDARDS	
12	BC(10)-07

WILLIAMSON COUNTY
DEPARTMENT OF INFRASTRUCTURE

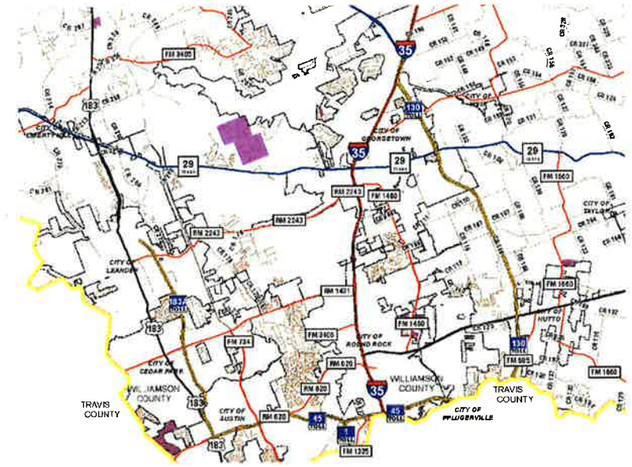
3151 S.E. INNER LOOP, SUITE B
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943-3330
www.wilco.org

PLANS FOR PROPOSED
COUNTY ROAD
IMPROVEMENTS

CUL-DE-SAC FOG SEAL
SUBDIVISION SEAL COAT 2015

Project No. 15IFBXXX
May 2015

WILLIAMSON COUNTY
1848



LOCATION MAP
N.T.S.

N

CUL-DE-SACS AND KNUCKLE AREAS TO BE FOG-SEALED

GENERAL PROJECT INFO:
SUBDIVISION FOG SEAL PROJECT TO CONSIST OF APPROXIMATELY 38,152 SQ. YDS.

LIMITS: SEE PLAN SHEETS

#		#	
#		#	
#		#	
#		#	
#	SHEETS AFFECTED	BY	DATE

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 SHALL GOVERN THIS PROJECT.

WILLIAMSON COUNTY

DESIGNED BY:

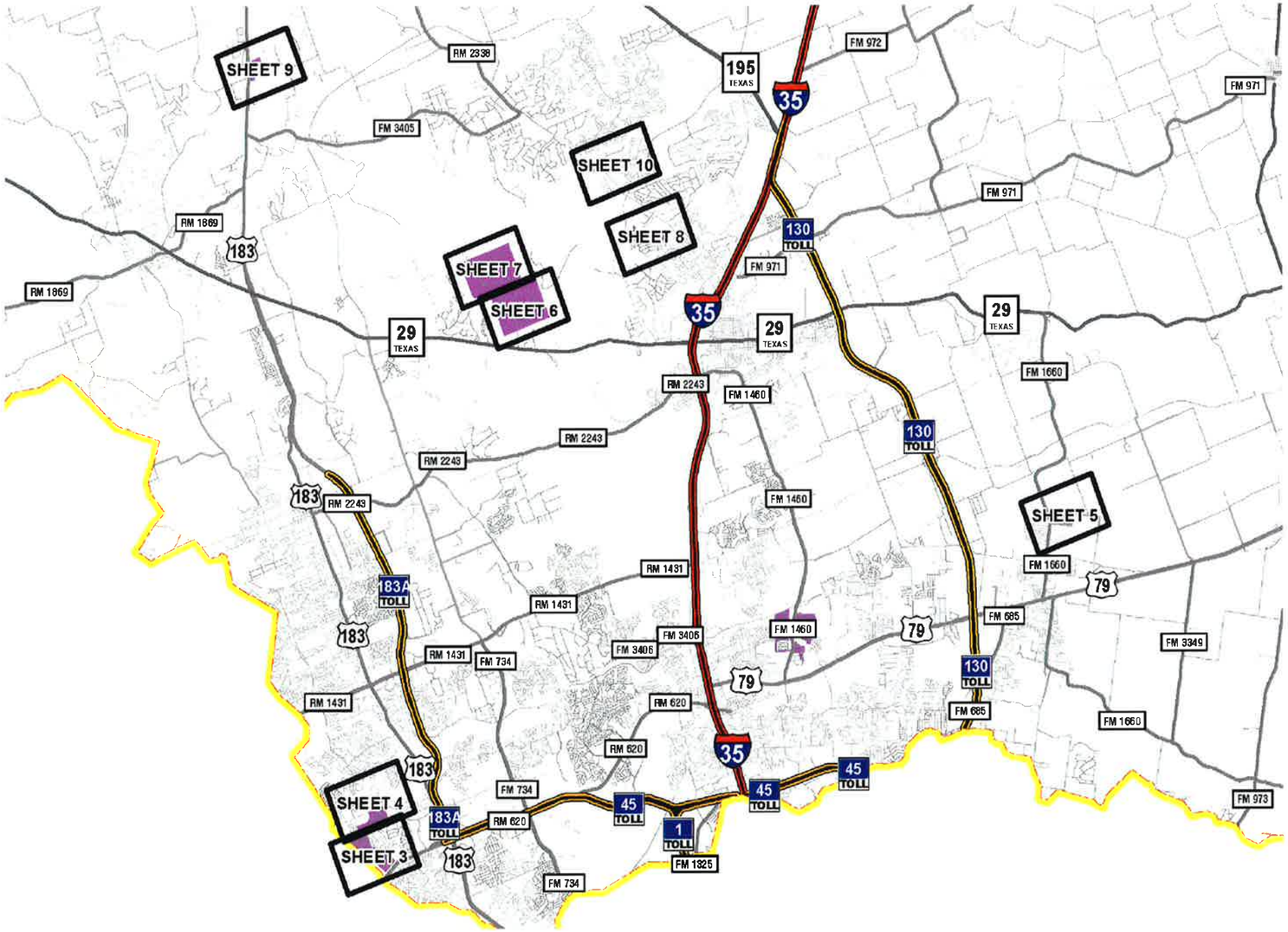
Kelly G. Morrelli 8/31/15
KELLY G. MORRELLI, P.E. PROJECT ENGINEER

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. Terron Evertson
J. TERRON EVERTSON, P.E., DIRECTOR OF ROAD & BRIDGE DATE

10/7/2015 12:27 PM 3:13:13 PM



NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
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www.wilco.org

CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

KEY SHEET MAP

WILLIAMSON COUNTY TEXAS

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G. Morrelli
8/31/15

PROJECT:	15IFBXXX
DATE:	7/27/2015
DESIGNED:	KGM
CAD DWG:	KGM
REVIEWED:	KGK

SHEET
2
OF 12

15IFBXXX_FOG SEAL KEY MAP.dgn
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ANDERSON MILL WEST SUBDIVISION



Legend

- 2015 Cul-de-sacs to be Fog Sealed

N

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Feet

KEY SHEET MAP



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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MAP SHEET 3

WILLIAMSON COUNTY
TEXAS

PROJECT:	15IFBXXX
DATE:	7/27/2015
DESIGNED:	KGM
CAD DWG:	KGM
REVIEWED:	KGK

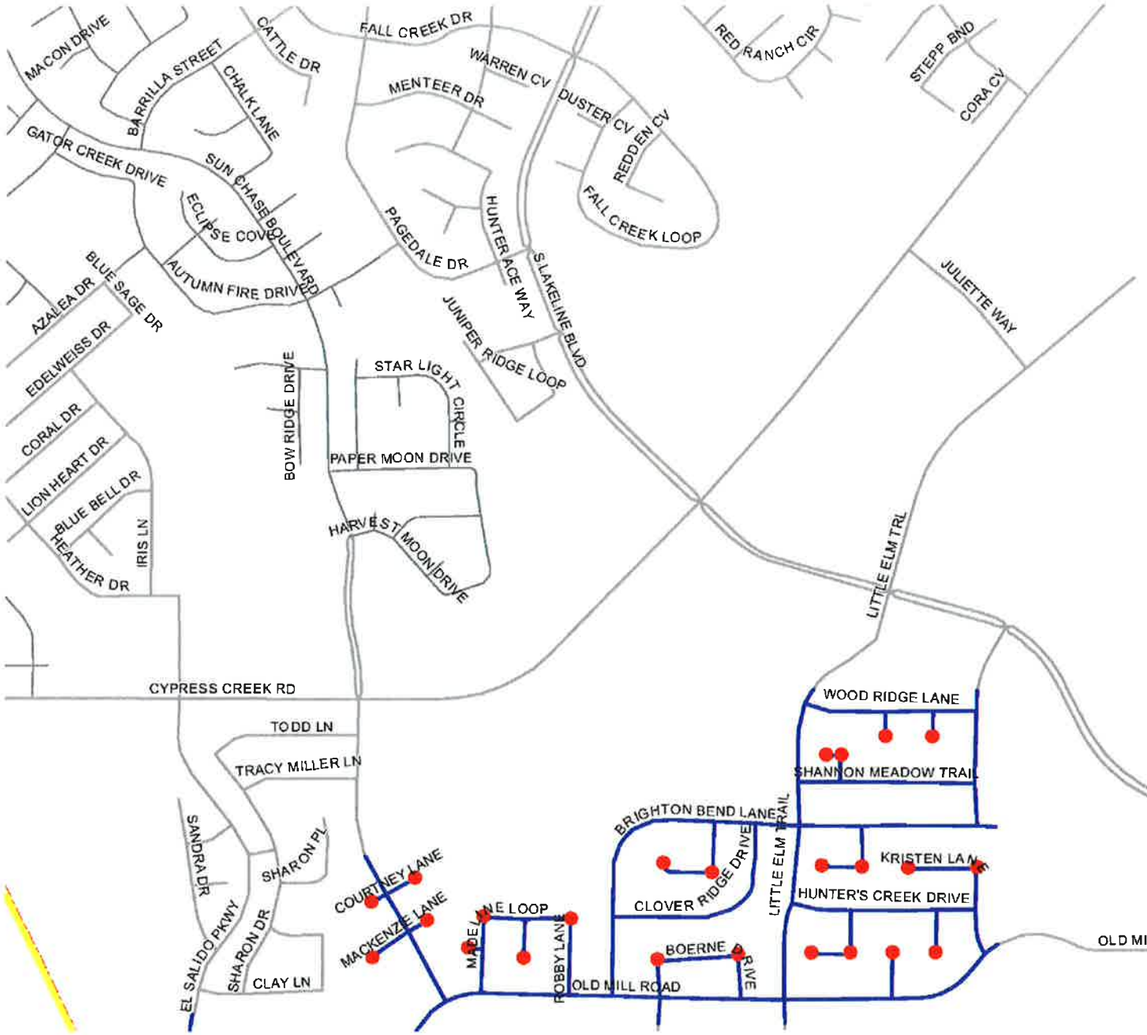
SHEET
3
OF 12

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

Kelly G. Morrelli
8/31/15

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HUNTERS GLENN AND LAKELINE OAKS SUBDIVISIONS





Legend

- 2015 Cul-de-sacs to be Fog Sealed

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Feet

KEY SHEET MAP



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WILLIAMSON COUNTY
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3151 S.E. INNER LOOP, SUITE B
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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MAP SHEET 4

WILLIAMSON COUNTY
TEXAS

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

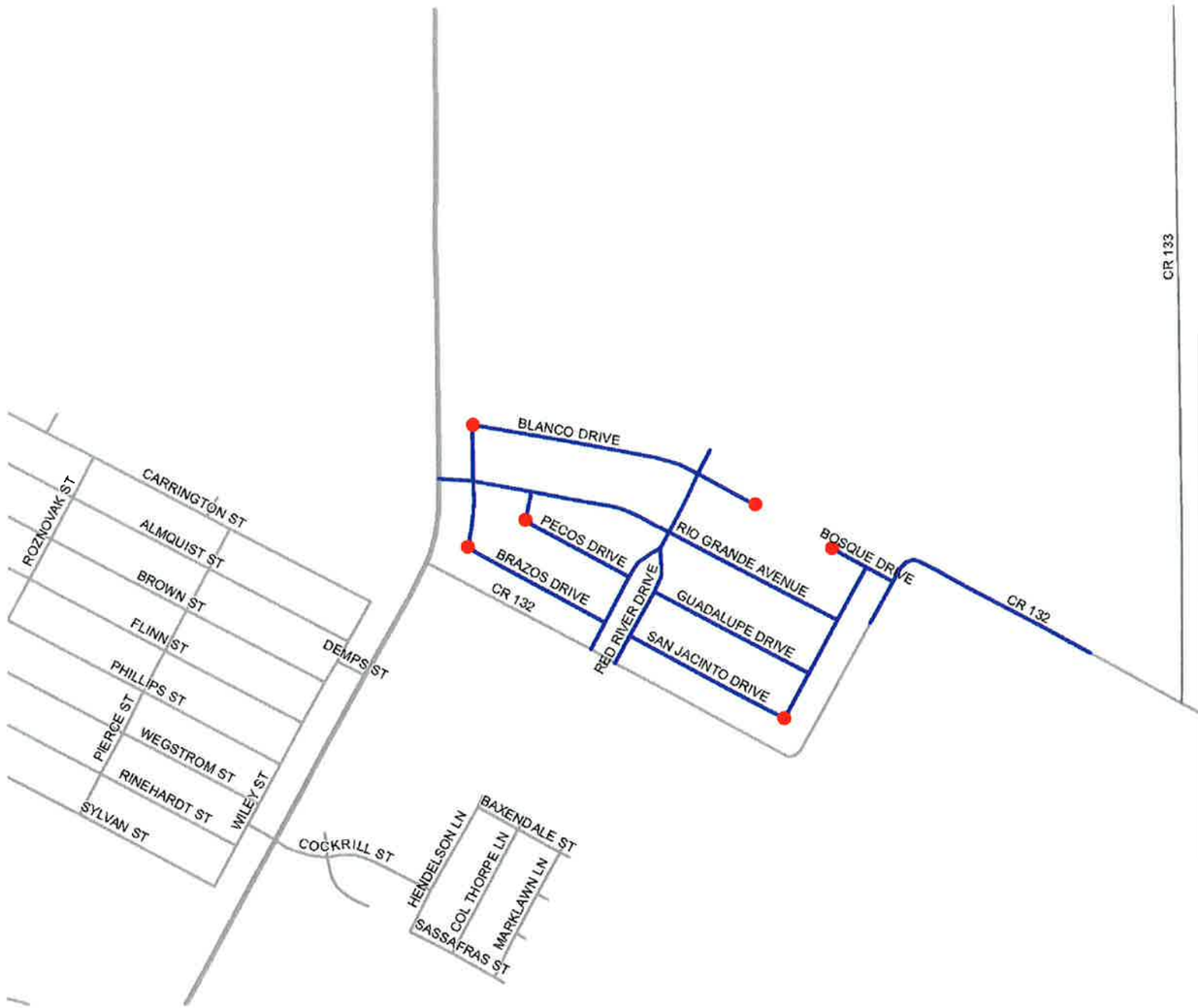
Kelly G Morrelli 8/31/15

PROJECT: 15IFBXXX	DATE: 7/27/2015	DESIGNED: KGM	CAD DWG: KGM	REVIEWED: KQK

SHEET 4 OF 12

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RIVERS CROSSING SUBDIVISION



Legend

- 2015 Cul-de-sacs to be Fog Sealed

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KEY SHEET MAP



WILLIAMSON COUNTY
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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MAP SHEET 5

WILLIAMSON COUNTY TEXAS

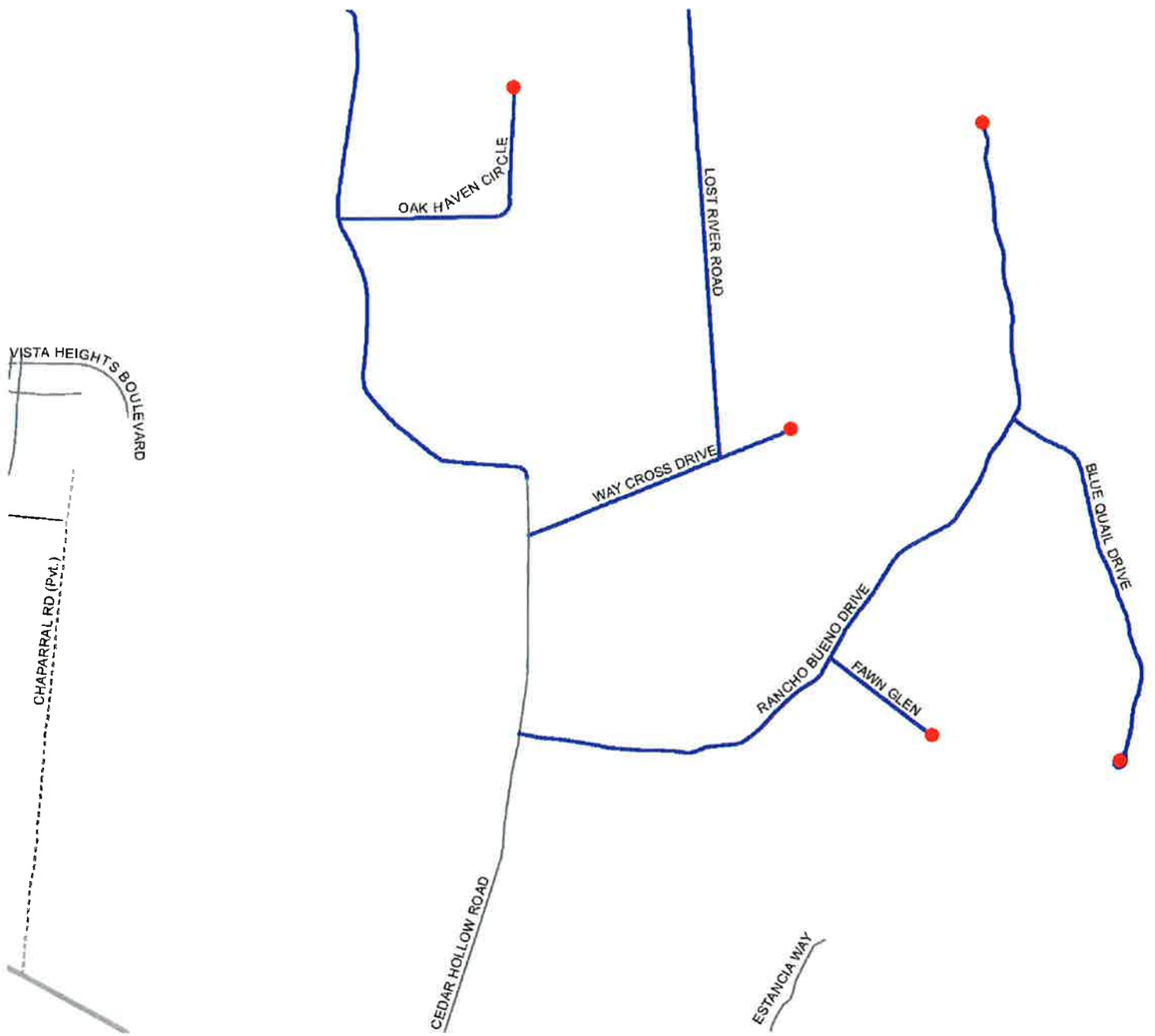
PROJECT: 15IFBXXX
DATE: 7/27/2015
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KOK

SHEET 5 OF 12

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G. Morrelli
8/31/15

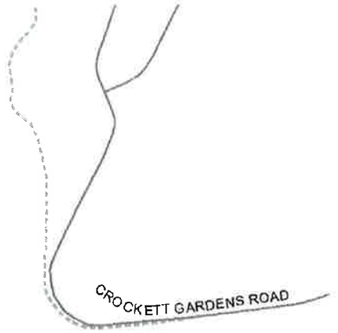
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CEDAR HOLLOW CROSSING, LOST RIVER RANCHES, AND MIDDLE GABRIEL ESTATES SUBDIVISIONS



Legend

- 2015 Cul-de-sacs to be Fog Sealed

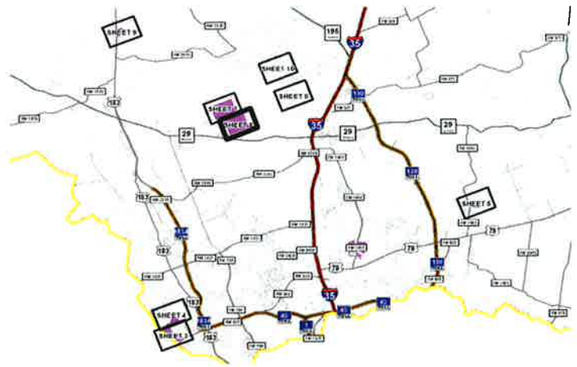


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KEY SHEET MAP



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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MAP SHEET 6

WILLIAMSON COUNTY

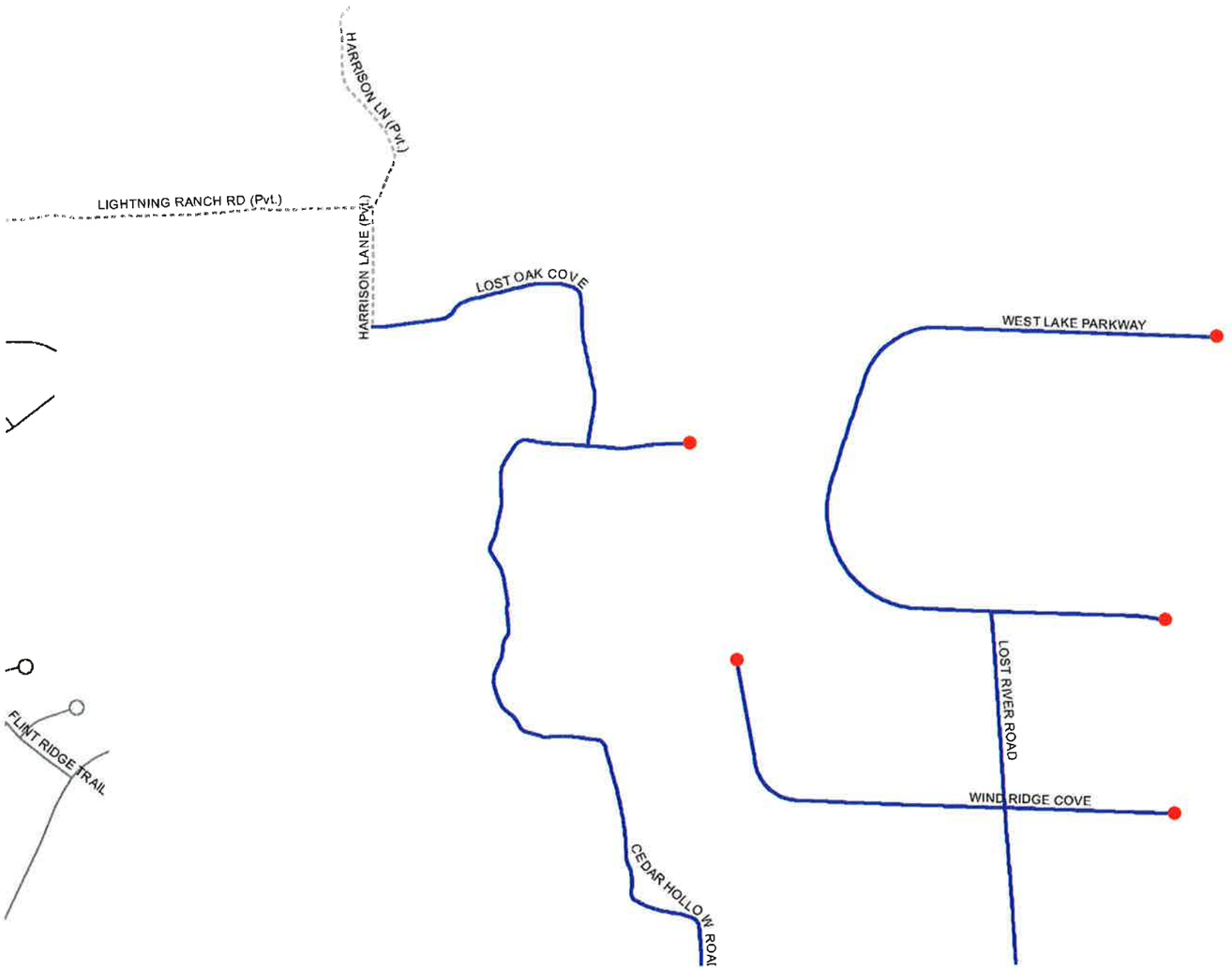
PROJECT:	15IFBXXX
DATE:	7/27/2015
DESIGNED:	KGM
CAD DWG:	KGM
REVIEWED:	KQK

SHEET
6
OF 12

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
8/31/15

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CEDAR HOLLOW CROSSING, LOST RIVER RANCHES, AND MIDDLE GABRIEL ESTATES SUBDIVISIONS



Legend

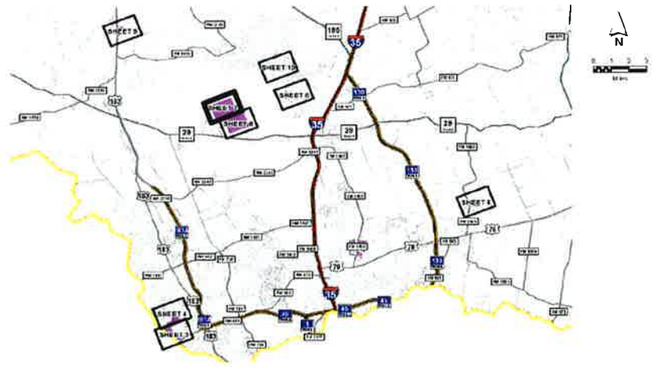
- 2015 Cul-de-sacs to be Fog Sealed

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Feet

KEY SHEET MAP



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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MAP SHEET 7

WILLIAMSON COUNTY

PROJECT:	15IFBXXX
DATE:	7/27/2015
DESIGNED:	KGM
CAD DWG:	KGM
REVIEWED:	KQK

SHEET 7 OF 12

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

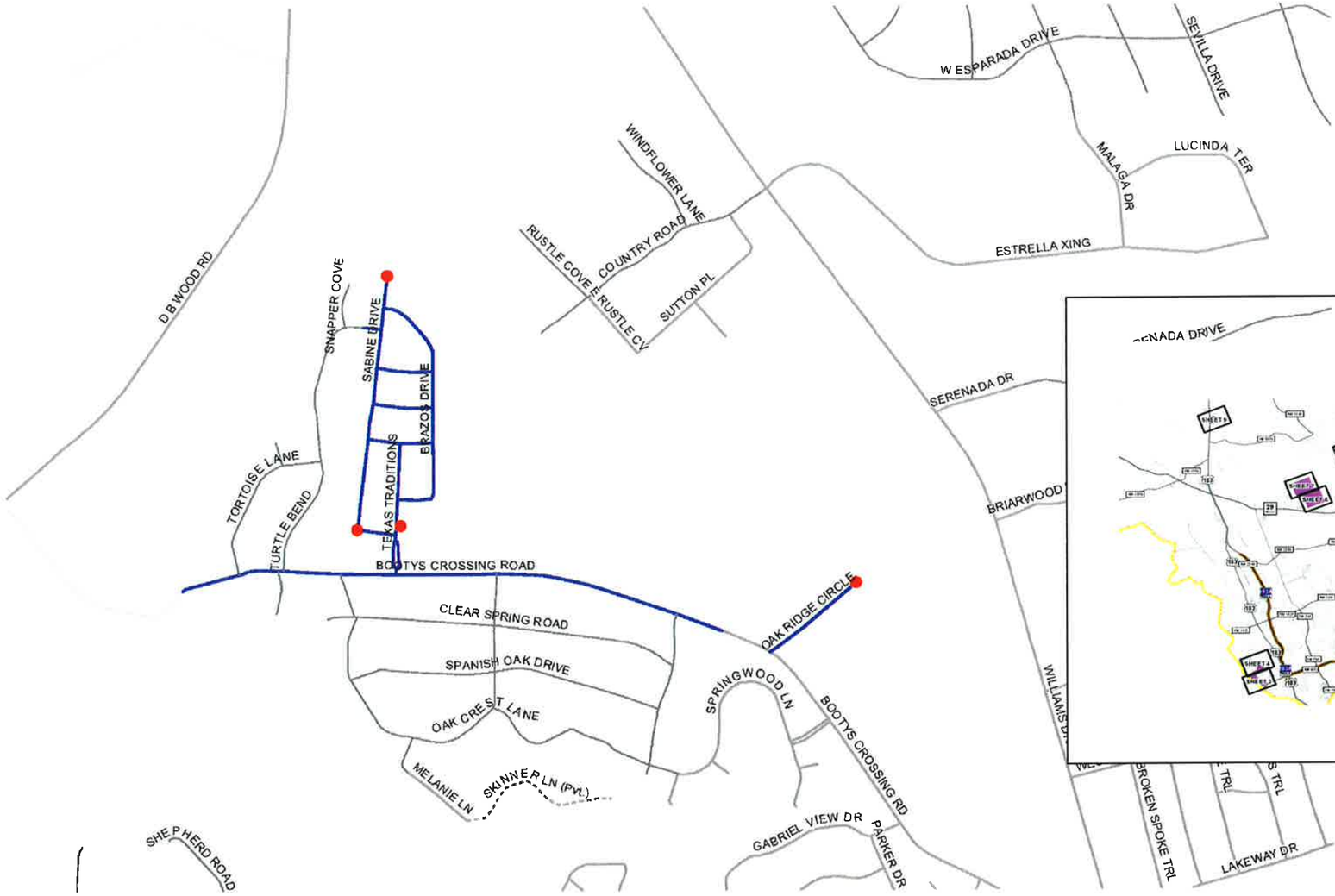
Kelly G Morrelli 8/31/15

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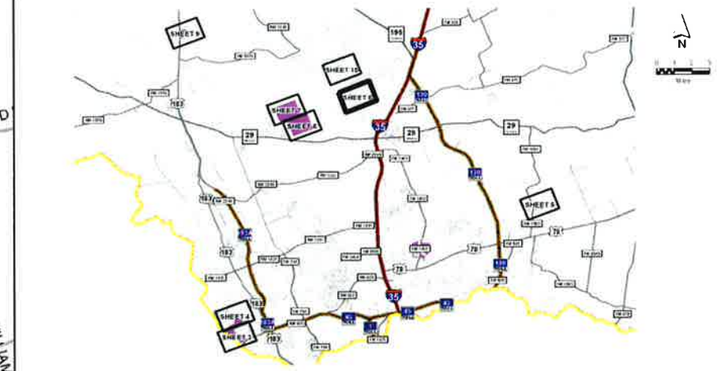
TEXAS TRADITIONS AND OAK RIDGE SUBDIVISIONS

Legend

- 2015 Cul-de-sacs to be Fog Sealed



KEY SHEET MAP



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WILLIAMSON COUNTY
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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MAP SHEET 8

WILLIAMSON COUNTY TEXAS

PROJECT:	15IFBXXX
DATE:	7/27/2015
DESIGNED:	KGM
CAD DWG:	KGM
REVIEWED:	KGK

SHEET 8 OF 12

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

Kelly G. Morrelli 8/3/15

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ANCIENT OAKS SUBDIVISION



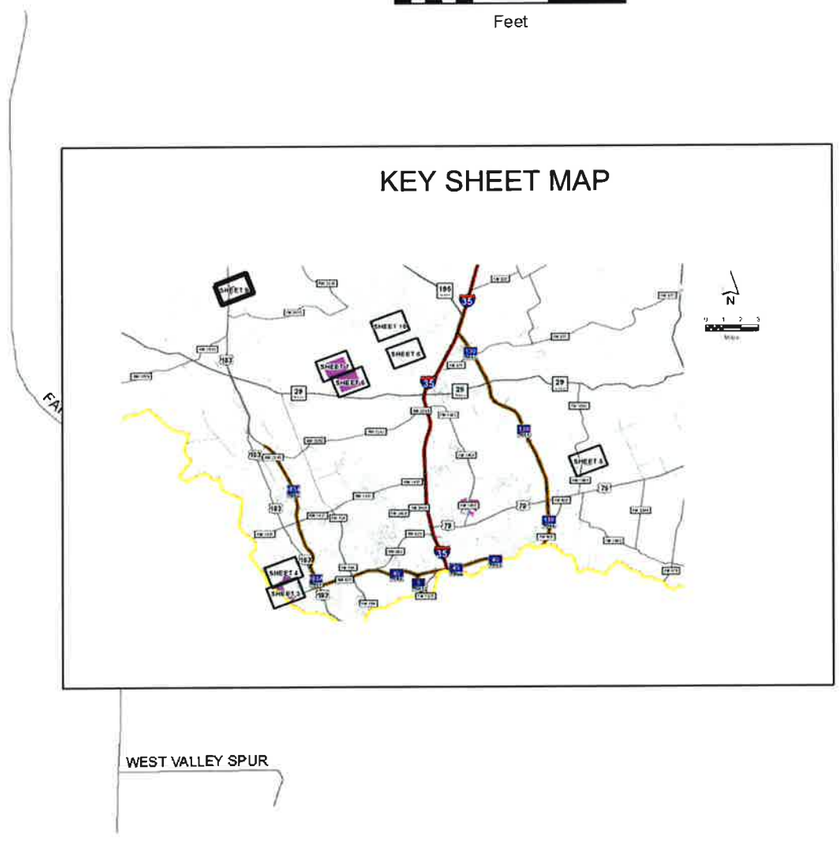
Legend

- 2015 Cul-de-sacs to be Fog Sealed

N

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Feet



NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
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INFRASTRUCTURE
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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MAP SHEET 9

WILLIAMSON COUNTY TEXAS

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli
8/3/15

PROJECT:	15IFBXXX
DATE:	7/27/2015
DESIGNED:	KGM
CAD DWG:	KGM
REVIEWED:	KQK

SHEET 9 OF 12

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Legend

- 2015 Cul-de-sacs to be Fog Sealed

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Feet



KEY SHEET MAP

NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MAP SHEET 10

WILLIAMSON COUNTY

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli
8/31/15

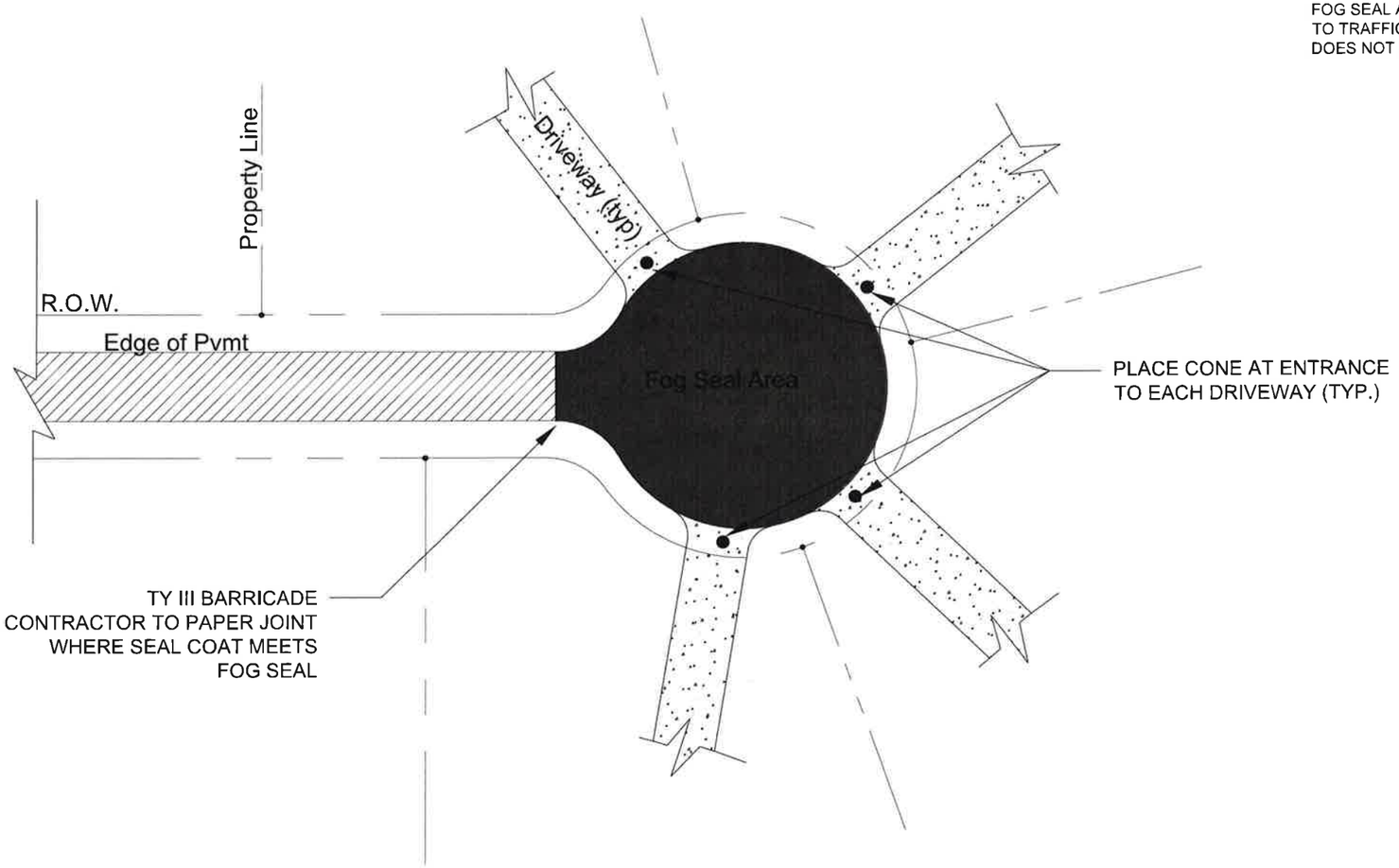
PROJECT: 15IFBXXX	DESIGNED: KGM	CAD DWG: KGM	REVIEWED: KQK
DATE: 7/27/2015			

SHEET 10 OF 12

15IFBXXX_FOG SEAL MAP10.dgn
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NOTES:
1. THE DRIVEWAY(S) FOR EACH RESIDENCE IN THE CUL-DE-SAC SHALL HAVE CONES OR TY III BARRICADES PLACED TO REMIND RESIDENTS OF THE FOG SEAL WORK.

2. CONTRACTOR SHALL ASSIGN AT LEAST ONE COMPETENT EMPLOYEE TO EACH CUL-DE-SAC THAT HAS RECEIVED A FOG SEAL APPLICATION BUT HAS NOT YET BEEN OPENED TO TRAFFIC. THIS EMPLOYEE WILL ENSURE THAT TRAFFIC DOES NOT DRIVE ON THE NON-CURED FOG SEAL.



Fog Seal Limits in
Cul-de-sac Areas
NTS

NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2015

MISCELLANEOUS DETAILS

WILLIAMSON COUNTY
TEXAS

PROJECT:	15IFBXXX
DATE:	7/27/2015
DESIGNED:	KGM
CAD DWG:	KGM
REVIEWED:	KOK

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli
8/31/15

SHEET
11
OF 12

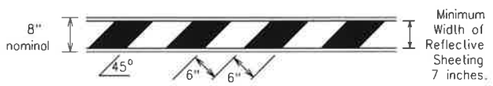
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DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for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

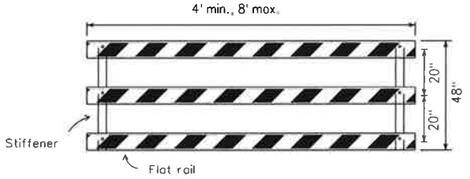
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



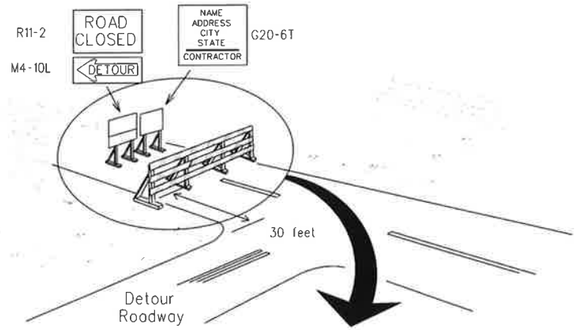
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

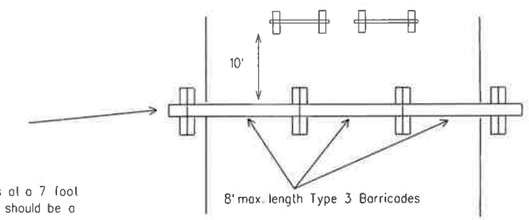
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

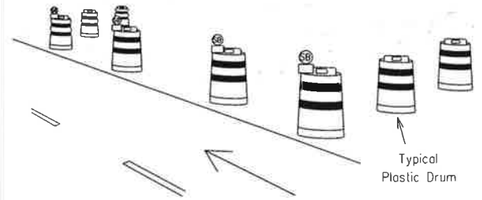
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

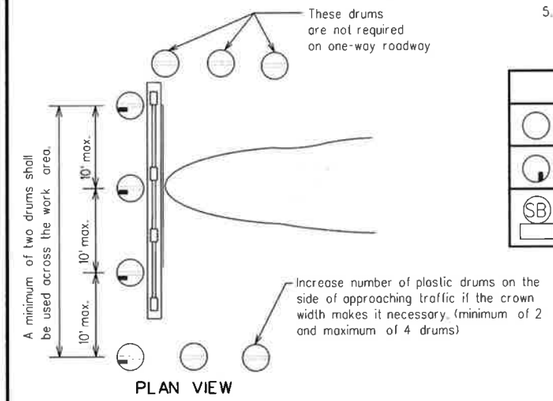
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

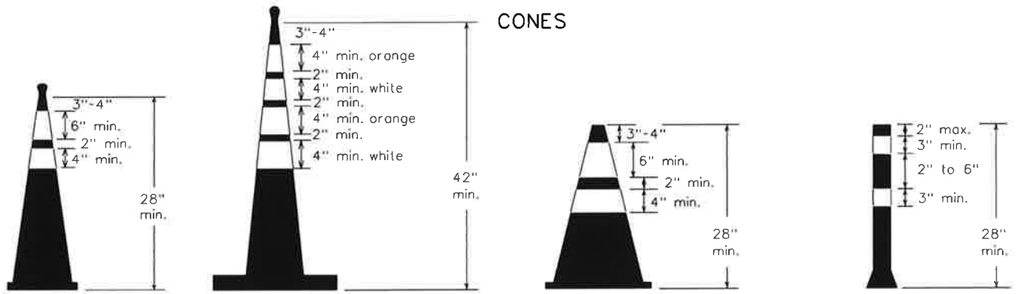


LEGEND	
○	Plastic drum
◐	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

CONES

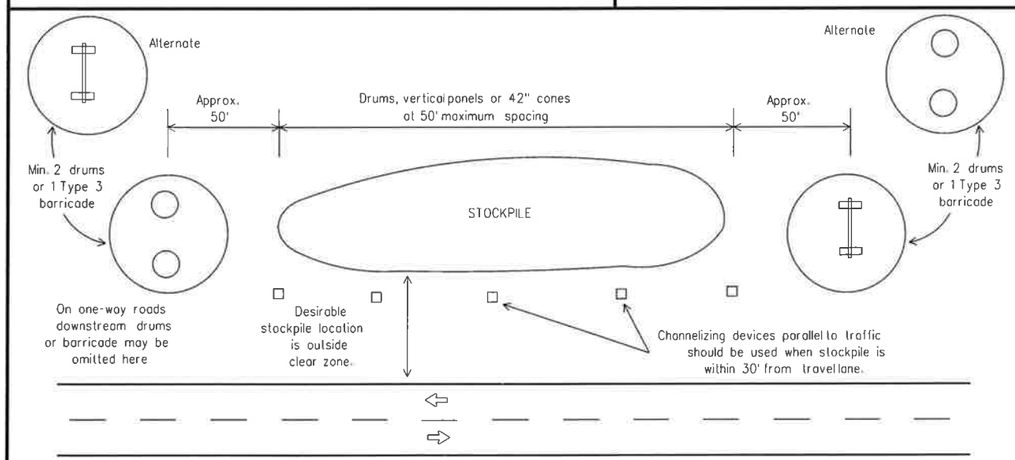


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

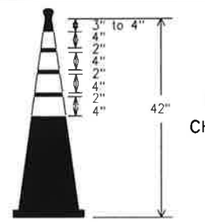
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, while for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

9-07 8-14
7-13

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.

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 no less than thirty (30) calendar days written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. 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.

Bid Items
Fog Seal for Cul-de-Sac Streets - Subdivision Seal Coat 2015
Williamson County - Texas

ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
315	2010	Fog Seal	GAL	6,867		
500	2001	Mobilization	LS	1		
		PROJECT TOTAL				

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

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 Respondent*) and have been duly authorized

to execute the foregoing on behalf of the said _____

(Name of Respondent).

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 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 _____

Agreement for Construction Services
(Fog Seal Woodland Park)

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and _____ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the Invitation for Bid #1509-013 - Fog Seal Cul-De-Sac Williamson County Road and Bridge, including the specifications set forth and any attachments to same, which are incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of _____ ($_____) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the Invitation for Bid #1509-013 - Fog Seal Cul-De-Sac Williamson County Road and Bridge, including the specifications set forth and any attachments to same, which are incorporated herein as if copied in full .

_____
_____

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: Fifteen (15) calendar days after the date of County's Notice to Proceed.

4.3 Final Completion. The Work shall be fully and finally completed within Twenty 20 calendar days the date of County's Notice to Proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of Two Hundred Dollars per day ($200.00/day) from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

On or before the first Wednesday of each month, the Contractor shall submit to the ODR a statement showing the total value of the work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor on or before the 25th day of the following month the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law.

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

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement. If the certificate of final completion notes any Work remaining incomplete or defects not remedied, the Owner may deduct the reasonable cost of remedying such deficiencies from the final payment. If such deductions are made, Owner shall identify each deduction made and the reason for each deduction, and furnish Contractor with an explanation of the deduction and the amount deducted on or by the 21st day after Owner's receipt of an approved or deemed approved application for final payment.

Final Payment shall become due and payable by Owner, subject to all allowable offsets and deductions, on the 31st day next following Owner’s approval of the application for payment. If Contractor disputes any amount deducted by the Owner, Contractor shall give notice of the dispute on or before the 30th day next following receipt of final payment; failure to do so will bar any subsequent claim for payment of amounts deducted.

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;

j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE

Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

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

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

e. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:
(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation

Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or

misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available

hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be

entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement, which expressly includes Invitation for Bid #1509-013, Standard Terms & Conditions, and Contractor's Bid as if copied here in full, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	_____
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

Date: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

Question and Answers for Bid #1509-013 - Fog Seal Cul-De-Sac Williamson County Road and Bridge

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **28.**

Meeting Date: 10/20/2015

Extension for Janitorial Services

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 Proposal #15RFP103 Janitorial Services with Members Building Maintenance, LLC for the contract period beginning October 1, 2015 through September 30,2016 for the same pricing, terms, and conditions as the existing contract.

Background

If approved, this first extension will be a twelve (12) month increment with the same pricing, terms and conditions as the existing contract. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Extension Documents

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/13/2015 01:23 PM
County Judge Exec Asst.	Wendy Coco	10/14/2015 09:24 AM
Form Started By: Brenda Fuller		Started On: 10/12/2015 10:27 AM
Final Approval Date: 10/14/2015		

WILLIAMSON COUNTY
1848

AGREEMENT TO EXTEND WILLIAMSON COUNTY PROPOSAL

Janitorial Services
15RFP103

Members Building Maintenance, LLC wishes to extend bid/proposal **#15RFP103 Janitorial Services** with Williamson County for the same pricing, 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 Member's Building Maintenance, LLC

Name Ann Kim

Title Secretary

Signature _____

Date 10/05/2015

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Three (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 pricing, terms and conditions for bid/proposal #_15RFP103_____ and any extension thereof, if applicable. **If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the bid.**

Printed name of person submitting affidavit: Ann Kim Title/Representative Capacity: _____
Name of Company: Member's Building Maintenance, LLC
Date: October 5, 20 15
Signature of person submitting affidavit: _____

Notarized:

On this, the 5th day of October, 20 15, before me a notary public, the undersigned officer, personally appeared Ann Kim, 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.

_____
Notary Public

NOTARY PUBLIC
MICHELLE PARK
My Commission Expires
July 1, 2017

Commissioners Court - Regular Session **29.**

Meeting Date: 10/20/2015

Consultant Services for County Clerk

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Consultant Services agreement between Eichman Software Consultants (ESC) and Williamson County.

Background

Eichman Software Consultants (ESC) proposes to provide professional services to Williamson County Clerk for the analysis of business processes, creation of written technical specifications for a Request For Proposal (RFP), and assist in vendor evaluation and selection during the RFP process. This project is expected to last approximately 3 months. A request for quote was publicly posted, only one proposal, other than Eichman's was received. Both proposals were evaluated. Due to their excellent reputation and extensive experience with County Clerk Offices within the State of Texas, it is the recommendation to select Eichman Software Consultants (ESC) for this service.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

recommendation letter

consultant agreement and proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/14/2015 09:24 AM
Form Started By: Kerstin Hancock		Started On: 10/13/2015 11:33 AM
Final Approval Date: 10/14/2015		

Nancy E. Rister
Williamson County Clerk
Nrister@wilco.org

P.O. Box 18
Georgetown, TX 78627
(512) 943-1515

October 7, 2015

Williamson County Purchasing Agent Max Bricka
901 South Austin Ave.
Georgetown TX 78626

Dear Mr. Bricka;

After receiving the only responsive bid in Bidsync for a consultant, I have compared with the proposal that I had received dated 9-21-2015. There are major differences in them. Per our requirements the consultant and or firm must be a Certified Records Manager and Project Management Professional. Only one ECS met that requirement. Bid questions addressed the requirement for three references and contact information of other County Clerk or County Recorder's offices where like services per the scope have been performed. Again, only ECS met that requirement. The other firm listed as references a college, a public school and a water utility company.

The scope of the work detailed the requirement to provide professional services for the analysis of the County Clerk's business processes, creation of written technical and functional specifications and the Request for Proposal. The 22nd Century Technology firm who proposed Kevin Williams of the area for the job but there was no experience writing an RFP but instead experience responding to the RFP from a salesman point of view. He formerly worked with the our current software company in their redaction and document conversion division. He claims experience with Tarrant County Clerk's office but their Recording Manager Gayla Neal had no knowledge of him when I spoke with her last night just after 5pm.

ECS was hired 14 years ago to review my office procedures. They did an excellent job then and helped us become more efficient and save time and money. They have worked over the years with County Clerks in Travis County, Fort Bend County, McLennan County, Galveston County, Jefferson County and Midland County as well as Recorders in Mecklenburg, North Carolina; Durham County, North Carolina; King County, Washington; and Alameda County, California. ESC has a good reputation among Texas County Clerks. One of their personnel was a former County and District Clerk from Menard County. She is business analyst and been involved with implementation and professional services to state and local governments for 20+ years. Darrell Eichman, the principle owner, has a BBA in Management Information Systems from UT Austin. He was a former project manager with the original software company we have seen bought out two times. He knew our previous software before we upgraded last year to a system that is just not working for us. We spend more time working around it than using it. Darrell is well versed in vendor evaluations and contract negotiations. He has the technical background that most clerks need as a resource when changing software companies. I trust his judgment and knowledge of Texas law as it effects County Clerks' offices and duties. He knows the duties required as well as the clerks do. His software knowledge and experience are what we need to help create the RFP after a needs assessment, vendor evaluation and implementation of the new software to make sure the vendor does what they have proposed in a timely fashion. I have no doubt that he can save us money in our endeavor and help my staff become happy with the new software choice.

Sincerely,

Nancy E. Rister

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

CONSULTING SERVICES CONTRACT
(For Williamson County Clerk Official Records Software System RFP Project)

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 **Darrell W. Eichman d/b/a Eichman Software Consultants**, (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.

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 as set forth in the attached Scope of Work/Proposal & Consultant Contract. Fees will be billed as set forth in Exhibits "A1 & A2," which are incorporated herein as if copied in full. Additionally, Texas law mandates as follows:

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 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:

1. **As described in the attached Statement of Work/Proposal and marked**

Exhibit "A1," which is incorporated herein as if copied in full;

2. **As described in the attached Consultant Contract marked Exhibit "A2," which is incorporated herein as if copied in full; and**

3. **If applicable to this project, the Williamson County Vendor Reimbursement Policy, as amended.**

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. **As described in the attached Statement of Work/Proposal and marked Exhibit "A1," which is incorporated herein as if copied in full;**
2. **As described in the attached Consultant Contract marked Exhibit "A2," which is incorporated herein as if copied in full; and**

3. **If applicable to this project, the Williamson County Vendor Reimbursement Policy, as amended.**

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.

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 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.

XII.

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.

XIII.

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.

XIV.

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.

XV.

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_____, 2015.

WILLIAMSON COUNTY:	SERVICE PROVIDER:
_____	_____
Authorized Signature	Authorized Signature

Proposal to Provide Professional Services:

Williamson County Clerk's Office
Request for Proposal Project

September 21, 2015



September 21, 2015

Honorable Nancy Rister
Williamson County Clerk
405 Martin Luther King St
Georgetown, Texas 78626

Dear Ms. Rister:

We are pleased to present this proposal to Williamson County Clerk to develop an RFP for an Official Public Records, Cashiering, Indexing and Imaging System. Eichman Software Consultants is a highly qualified and experienced team of local government and technology professionals. Our team provides the following:

- *Clerk/Recorder Subject Matter Expertise;*
- *High degree of knowledge of Texas Statutes relating to Clerk's office;*
- *Previous experience with numerous County Clerk offices in Texas;*
- *Understanding of the County's requirements for this project;*
- *Past performance on projects of this magnitude and complexity*

The team proposes to assist the Williamson County Clerk in creating a Request for Proposal that will include written technical and functional specifications for a County Clerk recording and document management system and assisting with the selection process. These services will be planned and delivered by a highly experienced and knowledgeable project team. Our team is familiar with Williamson County operations and has specific subject matter expertise.

We have presented a concise summary of our qualifications. Our fees are based on the assumptions made as to the scope of services and level of support you require. We are open to negotiate these options at your request in order to match our services with your specific needs. Our proposal is submitted with and conditioned on the understanding that upon award we will have the opportunity to negotiate a mutually agreeable contract.

We are eager and excited to extend our relationship with Williamson County with this challenging project. We look forward to meeting with you to present our approach and capabilities in more detail. In the meantime, please feel free to contact me at (512) 695-2322 or by e-mail at darrell.eichman@gmail.com if you have questions or require additional information.

Sincerely,

Darrell Eichman
Principal ESC

Table of Contents

Executive Summary **4**
Introduction 4
Understanding Your Needs 4
Objectives 4
Project Scope 4
Project Team Management & Staffing 5
Why Select the ESC Team? 5
Project Approach **6**
Overview 6
Project Timeline 6
Phase I – Business Process and Requirements Analysis 6
Phase II – RFP Creation 7
Phase III – Technology Selection Process 8
Optional Phase IV – Project Management and Implementation Services 9
Project Pricing 10
Resumes 11
Exhibits **15**
Exhibit A – Assumptions 15
Exhibit B – Change Request 16
Exhibit C – Williamson County Clerk Responsibilities 17
Exhibit D – Timeline 18
Acceptance Forms **19**
Phase I – Business Process and Requirements Analysis 19
Phase II – RFP Creation 20
Phase III – Technology Selection Process 21

Executive Summary

Introduction

Eichman Software Consultants (ESC) proposes to provide professional services to Williamson County Clerk for the analysis of the County Clerk's business processes, creation of written technical and functional specifications and a Request for Proposal (RFP), and assist in vendor evaluation and selection. This Executive Summary provides an overview of our proposal and presents the essential features and benefits of our approach.

Understanding Your Needs

ESC recognizes and understands the critical nature of the County Clerk's function and the related business processes to the stewardship of the County's records. While the immediate and pressing need is for support in the preparation of specifications and bid documents for a new recording and document management system, the County's long range goals are actually much more encompassing and pervasive.

The County Clerk's Office is responsible for processing approximately 9,600 documents per month in real property records. The County's current vendor, Thomson Reuters, supports the County Clerk's recording and document management processes and underlying technologies. The County Clerk's Office is interested in re-evaluating its approach to managing Official Public Records (which includes Vital Records). Specifically, the County Clerk's Office would like to:

- Save County resources
- Improve efficiencies
- Examine different processing models
- Issue an RFP and select a vendor that provides the County Clerk's Office the best solution for its recording and imaging needs for Official Public Records and Vital Statistics

Objectives

Understanding the issues Williamson County Clerk faces, the ESC Team supports the County Clerk's objectives. We are committed to helping you achieve your objectives in a highly professional and cost effective manner. Among the most important of the explicit project objectives are:

Official Public Records

- Develop and document technical and functional requirements for a new recording system.
- Create an RFP for a new system
- Assist Williamson County Clerk in reviewing vendor responses
- Facilitate the selection of a new recording system.

Project Scope

To complete the project, the team envisions a three-phase effort. The first phase focuses on the analysis of business operations of the County Clerk's Office. The purpose of this phase is to gather information related to current operations.

In the second phase, the team will create a Request for Proposal for the Williamson County Clerk to be distributed to qualified vendors.

In the third phase, the team will coordinate and facilitate the selection of an appropriate software package(s). This will include the evaluation of vendor proposals, conducting vendor demonstrations and site visits as necessary and other due diligence activities leading to a final software selection and contract negotiation.

Project Team Management & Staffing

Our Managing Consultant, Darrell Eichman, has over 10 years of County Clerk/Recorder experience with an emphasis on designing and implementing Clerk/Recorder systems. He has managed and participated in many consulting assignments that are directly applicable to the needs and requirements of the Williamson County Clerk.

Sandy Kennemer has over 5 years of business analysis and system implementation experience. Sandy has excellent communication skills and practical knowledge of requirements gathering.

Kay Kennemer, of K & Company, has an advisory role on this project. Kay is founder of K & Company, a state certified HUB vendor. Kay is a former Texas County & District Clerk and has years of experience in County Clerk systems.

For this and every consulting engagement, ESC's project management goals are to assure customer satisfaction by:

- Deliver to our clients the highest levels of service quality and to employ continuous improvement techniques
- Exceed our clients expectations
- Ensure strong communication between management and the project team

Why Select the ESC Team?

We understand that you have a choice in making this important selection. Our obligation, then, is to provide you with strong reasons for choosing our team. Among the many reasons our team is the best overall choice for Williamson County are the following:

- ***Our team is outstanding and respected.*** We offer direct, "hands-on" experience in Texas local government, strong functional knowledge of recording and document management systems, extensive information technology skills and an understanding of the Williamson County Clerk organization. Our team has assisted clients in all phases of recording and document management initiatives, from software selection through implementation to creation of custom systems. With this experience, we understand the various options for clerk recording systems and can work with you to identify the approach that best meets the County Clerk's needs and operating environment.
- ***Our project plan is comprehensive,*** offering a phased approach including three phases addressing all of the County's requirements and designed to provide "end to end" support.
- ***We bring an independent perspective to the assignment***, being directly knowledgeable of the leading recording and document management products, yet independent of each.

- ***Our strong emphasis on cooperation and collaboration*** with our clients establishes the basis for mutual knowledge sharing and exchange of information.

Project Approach

Overview

ESC proposes to achieve the County Clerk's objectives through the completion of a three-phase project plan for each section. These phases include:

- Phase I – Business Process and Requirements Analysis
- Phase II – RFP creation
- Phase III – Technology Selection Process

Project Timeline

ESC expects the project to span about 3 months. A timeline is included as Exhibit D.

Benefits of our approach include:

- We will understand the County Clerk's business practices and identify any critical items for the new solution. Failure to adequately identify process improvement goals from the outset will significantly complicate the implementation and deprive the County of the ability to receive full benefits from the new technology.
- Our independent, fact-based selection process, including appropriate due diligence on the prospective technology vendors, will help to assure the County of an appropriate selection and focus on the long term success of the chosen solution in the context of the County's overall business and technology goals.

Phase I – Business Process and Requirements Analysis

The project approach impacts the degree of implementation success and effectiveness. We propose to begin the project by first gaining an understanding of the business and technical requirements for the recording and document management system. Areas include cashiering, scanning, indexing, and public access.

The specific objectives of this phase is to review Williamson County Clerks current business operations and processes with respect to recording and document management to understand current processes, which will help the County Clerk to define and select a new system.

Phase I - Approach

<u>Organize and define project</u>

- Confirm project objectives and scope to develop project calendar with major milestones.
- Conduct a "kick-off" meeting to inform county staff members of the project. Phase I includes up to 10 days on-site.

Gather Requirements

- Review current system flows, technical documentation, and procedure documents to familiarize team with existing operations. The existing operational areas to be covered are: Official Public Records (Deeds, Brands, Oaths, etc.), Assumed Names, Plats, DD214, Marriage Licenses, Birth Records, Death Records, and Public Access. Other areas include data conversion, hardware, training, support, and documentation requirements.
- Conduct interviews with key management and staff

Deliverables

The final deliverables for Phase I will include the following:

- Interview and observation summaries.
- Final presentation-style report of requirements.

Phase II – RFP Creation

The following activities are performed during this phase of the project:

Request for Proposal

Prepare an RFP for Official Public Records based on information gathered in Phase I. The RFP will contain the following:

1. Introduction
   a) Purpose
   b) County Organization
   c) County Demographics
   d) Current System
2. RFP Development
   a) Pre-Bid Conference
   b) Responding to Vendor questions
   c) RFP event schedule
   d) Vendor Presentations
   e) Selection/Negotiations
3. RFP Instructions
4. RFP Evaluation
5. Proposal Format
6. General Requirements
7. System Requirements
8. Software Requirements
9. Hardware Requirements
10. Database Requirements
11. Application Requirements
12. System Support
13. Vendor Checklist
14. Sample Williamson County Contract

Note: Some sections may be altered depending on the findings from Phase I.

Review Draft RFP

- Review First Draft RFPs with County
- Apply changes to RFPs

Deliverables

- First Draft RFP, Final RFP

Phase III – Technology Selection Process

Our philosophy is simple: success based participation. We will assist the County Clerk's Office in every phase of the selection process from evaluating proposals to negotiating a contract. ESC will facilitate meetings, provide technical advice, coordinate all selection activities and provide a structured framework conducive to gaining consensus among the selection committee for the selection of a software vendor. We believe it is essential for the County Clerk's Office to take ownership in its selected product, as your staff will ultimately be responsible for the successful completion of the implementation project and long-term system operation. Our role is to facilitate vendor selection.

Phase III – Approach

ESC will work with the County's Clerk's Office to complete the following software selection activities:

Pre-bid Conference

- Plan pre-bid conference
- Attend pre-bid conference
- Assist with vendor questions from pre-bid conference

Evaluate Responses

- Provide functional and technical advice regarding the software vendor proposals
- Participate in vendor reference checks
- Facilitate the selection of 2 vendors for demonstrations

Conduct vendor software demonstration

- Coordinate setup activities, answer vendor questions and manage the software demonstration process
- Prepare agendas, facilitate discussion and keep demonstrations on schedule
- Coordinate all follow up for answers to questions and requests for additional information

Evaluate vendor software demonstrations

- Develop evaluation forms for the selection committee
- Summarize selection committee documentation
- Facilitate selection of 2 vendors for on-site demonstrations

Select Software Vendor

- Facilitate discussions among the selection committee members until the committee reaches consensus on the final vendors

Review Contract

- Review implementation services contract and software license agreement to advise the County on potential pitfalls

Contract Negotiations

- Advise selection committee on acceptable alternative solutions as necessary

Deliverables

The final deliverables for Phase III will include the following:

- Pre-bid Question and Answers
- Demonstration Evaluation Forms
- Rank Ordered Recommendation List
- Contract Review

Optional Phase IV – Project Management and Implementation Services

A precise cost estimate will be established on this phase once a vendor is selected. Similar projects of this size and scope typically range from $9,500 to $14,500.

The ESC approach is based on teamwork. We are highly experienced at working with hardware and software vendors, 3rd party contractors, independent consultants, as well as functional and technical employees in local government. The ESC Team has achieved success in this type of environment by being organized, detail oriented, and flexible. We take pride in being excellent communicators, problem solvers and skilled at issue resolution.

ESC will rely on the selected vendor to provide a detailed project plan. ESC will represent the County as project advisor. We will work directly with the vendor to make sure the project plan is followed. ESC will:

1) Review all assigned tasks for both County and Vendor to make sure milestones are met within allotted time for each section, such as:

   a) Coordinate and attend vendor analysis sessions
   b) Review sample sets of images/data to be converted to verify integrity
   c) Review a sample set of training materials
   d) Attend and monitor a Parallel day
   e) Provide two days of onsite support after System Go-Live
   f) Manage unforeseen issues and change requests for 30 days after System Go-Live date

2) Post-implementation follow-up weekly meetings for 30 days after System Go-Live date

Project Pricing

ESC is proposing a fixed fee contract to include all professional fees and expenses for Phases I, II and III in the amount of $24,500 broken down as follows:

Official Public Records RFP

Phase I – Business Process and Requirements Analysis	9,500
Phase II – RFP Creation	5,500
Phase III – Technology Selection Process	9,500
Total Project	$24,500

*

Resumes

Darrell W. Eichman, Managing Consultant

Credentials:

- B.B.A in Management Information Systems from University of Texas at Austin
- CDIA + Certified Document Imaging Architech
- Served on Committee as imaging subject matter expert to Revamp CDIA examination
- Speaker at State Recorder Conferences
- County Clerk subject matter expert
- Extensive experience in project management, analysis, development, implementation and support of County Clerk Recording and Imaging Systems

Summary of Experience:

Darrell formed Eichman Software Consultants in 1999 with the mission to assist County Clerks with technology projects and to be an advocate for Clerks to represent their best interests. Darrell has over 10 years experience working with County Clerks/Recorders across the country in various capacities such as consultant, project manager, business process analyst, and software development manager. Representative clients in Texas include Travis County, Williamson County, McLennan County, Fort Bend County, Galveston County, Jefferson County, and Midland County. Representative out of state clients include Mecklenburg North Carolina (Charlotte), Durham County North Carolina, King County Washington (Seattle), and Alameda County California (Oakland).

Consultant

- Managed effort to create a RFP for a County with the same circumstances as Williamson County Clerk. Additionally assisted in vendor evaluations and contract negotiations. The result was a successful project that significantly reduced operating costs. The implementation was completed on schedule and within budget.

- Advocate for several County Clerks in area of technology upgrades, reviewing Statement of Work plans for feasibility and fairness.

- Perform and Deliver Business Continuity Plans and services for various Counties. This critical area has helped several counties in times of crisis carry on statutory obligations.

Project Manager

- Managed many projects from assessment to implementation of new Recording/Imaging Systems in County Clerk's offices. The areas cover all departments in the Clerk's office: Official Public Records, Birth, Death, Marriage and County Courts. Besides working with many Texas County Clerks, Darrell's experience extends to many large counties in the country.

Software Development Manager

- Prior to forming Eichman Software Consultants, Darrell managed the software development effort for a major County Clerk Recording/Imaging vendor.

Sandy Kennemer, Business Analyst

Credentials:

- BS in Information System Management – University of Phoenix
- MS in Information System Management – University of Phoenix – September 2015
- Business process management, document management, workflow and imaging systems, data warehousing, financial analysis and project management experience

Summary of Experience:

Sandy has worked in a variety of positions in the commercial sector, including business analyst, implementation manager and project leader.

Kay Kennemer, Advisor, K & Company

Credentials:

- Former Menard County, Texas County and District Clerk
- PMP - Project Management Professional
- CRM – Certified Records Manager
- CDIA + Certified Document Imaging Architech
- Extensive experience in project management, analysis, development, implementation and support of County Clerk Recording and Imaging Systems

Summary of Experience:

Kay has been involved with implementation and professional services to state and local governments for over 20 years. In 2015, Kay established K & Company, a consulting company that is focused on providing services to local government.agencies who need assistance with technology projects.

Consultant/Project Manager

- Over 8 years of experience managing multi-million dollar software implementation projects integrating Commercial Off-the-Shelf software solutions and providing project management oversight
- From 1995 to 2007, worked specifically in software development and implementation of proprietary software designed to manage County Clerk Real Property, Vital Records, Court Records and document imaging.

Prior Consulting Projects

ESC has the people, knowledge, experience and skills necessary to deliver top quality service to Williamson County Clerk. Our culture fosters inventiveness, knowledge sharing and a focus on client success. We are fully dedicated and committed to the public sector. Our team has direct experience in the areas most critical to your success: county government, document management and imaging systems, business process re-engineering, fee analysis, requirements gathering, technology selection and implementation. We apply our extensive government experience knowledge to adapt leading-edge private sector thinking and techniques to achieve results in the public sector. Illustrated below are a few of our projects that showcase our abilities to assist you in this endeavor.

Guilford County North Carolina

Register of Deeds – RFP Services

Darrell Eichman completed a project that included creating a RFP for the Guilford County ROD. The phases of the project included:

- Needs assessment
- RFP Creation
- Vendor Evaluation
- Implementation

During the project, ESC reviewed Official Public Records, Birth, Death, Marriage, DBA, and Plat Recording areas of the Clerk's office. This review led to the requirements for the Guilford County RFP. Vendor demonstrations were led by Darrell as well as site visits to selected from references of the vendors on the short list. The project was very successful leading to significant cost savings for the county as well as new technology.

Contact: Honorable Jeff Thigpen, Register of Deeds
201 South Eugene Street
Greensboro, NC 27502
(352) 341-6412

Uvalde County Texas

County Clerk – RFP Services

ESC has a project underway that includes creating an RFP for the County Clerk's office and evaluating recording system vendors. The phases of the project include:

- Needs assessment
- RFP Creation
- Vendor Evaluation

During the project, ESC reviewed Land Records, Birth, Death, Marriage, DBA, and County Courts areas of the Clerk's office. This project is at the beginning of Phase II (RFP Creation).

Contact: Honorable Donna Williams
100 North Getty St
County Courthouse
Uvalde, TX 78801
830-278-6614

Exhibits

Exhibit A – Assumptions

1) Scope changes to this proposal are billed at $120 per hour plus expenses. A scope change may be required for new tasks that are not part of this proposal or significant overage in resource allocation. A completed change order (Exhibit B) will be used to track such changes.

2) The Williamson County selection committee is ultimately responsible for choosing the successful vendor.

3) Williamson County will publish and release the RFP.

4) Phase III vendor demonstrations are confined to two (2) vendors.

5) Williamson County purchasing is the contact for RFP related vendor questions.

6) Williamson County purchasing will forward all RFP related questions to ESC for distribution to the selection committee.

7) Williamson County will assign someone to review the financial statements of vendors who respond to the RFP and provide an assessment to ESC.

8) Williamson County will be invoiced after each phase.

Exhibit B – Change Request

Change Request # _____

Date: _____

Description: _____

_____

_____

_____

_____

_____

_____

Estimated Amount: _____

To Be Billed: _____

Accepted by Darrell Eichman _____ Date _____

Accepted by Nancy Rister _____ Date _____

Exhibit C – Williamson County Clerk Responsibilities

1. Make attendance at any scheduled meetings mandatory for employees.
2. Provide a designated project manager to work with ESC consultants for the duration of the project.
3. Meet with ESC at mutually agreeable scheduled times.
4. Provide any local terms and conditions that are to be required in the RFP.
5. Provide necessary County information for areas outside the County Clerk's office, such as but not limited to, County MIS Standards.

Exhibit D – Timeline

Week 1 - 3 Phase I

- Gather requirements on site (up to 10 Days)
- Requirements documented

Week 4 – 6 Phase II

- First Draft RFP and review
- Final RFP
- Release RFP

Week 7 – 9

- Pre-Bid Conference
- Allow time for Vendors to respond

Week 10 – 13 Phase III

- Review Responses
- Vendor Demonstrations (on site)
- System Selection
- Contract Review

Note: The timeline is meant to be used as a guideline and is subject to change.

Acceptance Forms

Phase I – Business Process and Requirements Analysis

Deliverables:

- Interview and observation summaries.
- Final presentation-style report of requirements.

Accepted by:

Williamson County Clerk	Eichman Software Consultants
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

Phase II – RFP Creation

Deliverables:

- First Draft RFP
- Final RFP

Accepted by:

Williamson County Clerk	Eichman Software Consultants
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

Phase III – Technology Selection Process

Deliverables:

- Pre-bid Question and Answers
- Demonstration Evaluation Forms
- Rank Ordered Recommendation List
- Contract Review

Accepted by:

Williamson County Clerk	Eichman Software Consultants
By:_____	By:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date: _____	Date: _____

Commissioners Court - Regular Session **30.**

Meeting Date: 10/20/2015

TEAMMATE Analytics Software

Submitted By: Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of purchase and Maintenance of TEAMMATE Analytics Software from Wolters Kluwer Financial Services, Inc.

Background

This purchase is for software, support, and services provided under the TeamMate Analytics License,Support and Services Agreement incorporated herein for an initial twelve (12) month period following the effective date of authorized signatures. Fee is $2,520.00

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Standard Terms Contract

Exhibit A

Analytics Agreement

Hosting Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/14/2015 09:31 AM
County Judge Exec Asst.	Wendy Coco	10/14/2015 11:53 AM
Form Started By: Brenda Fuller		Started On: 10/13/2015 04:05 PM
Final Approval Date: 10/14/2015		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

CONTRACT
STANDARD TERMS & CONDITIONS FOR PURCHASE & MAINTENANCE TEAMMATE® ANALYTICS SOFTWARE

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 **Wolters Kluwer Financial Services, Inc.** (hereinafter "Service Provider"). 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. Subject to the limitations set forth in the Global License, Support and Services Agreement to the extent authorized under Texas law, 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 except that, after reasonable prior notice thereof to the County and after obtaining express written permission from the County, Service Provider may assign or transfer its rights and obligations under this Agreement to an Affiliate of Service Provider or to a successor to its business to which this Agreement relates.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements specifically applicable to Service Provider with respect to the services rendered by Service Provider.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal/Order Form, dated November 11, 2014, which is marked as Exhibit "A" and incorporated herein as if copied in full.

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.

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. **As described in the attached Proposal/Order Form, dated November 11, 2014, which is marked as Exhibit "A" and incorporated herein as if copied in full;**

2. **TeamMate® Global License, Support and Services Agreement, incorporated herein by reference and located at: http://www.teammatesolutions.com/teammate/glssa/en/glssaenwkfs.pdf; and**

3. **Teammate® Analytics License, Support and Services Agreement.**

VIII.

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.

IX.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

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.

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph IX above.

XIII.

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.

XIV.

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.

XV.

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 _____, 2015.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

Wolters Kluwer
Financial Services

WKFS Use Only:
Customer # 100067923 Vendor #
City, State Georgetown, TX
Prepared by: Vlasak
Prior 2009 Customer: Y ☐ N ☒
Tax Exempt: Y ☐ N ☐
PO Required: Y ☐ N ☐ If yes, PO must accompany signed Order Form

TeamMate® Order Form

This TeamMate® Order Form ("Order Form") is identified as an (check one):

☐ **Initial Order (the first order)** **OR** ☒ **Additional Order (an Initial Order exists)** If this is an Additional Order, Customer's current Number of Users:
AM 7 CM AM Hosting CM Hosting TMA

1. CUSTOMER INFORMATION FOR SHIPPING AND BILLING.

Sold To:		Billing: (if different from Sold To)
Customer:	Williamson County Texas	
Att:	Jalyn Morris	
Address:	710 S. Main St., Suite 301	
City, State, Zip	Georgetown, TX 78626	
Phone Number:	512-943-1572	
Fax Number:		
Email Address:	jalynmorris@wilco.org	

2. TEAMMATE - SELECTIONS AND FEES. Customer is licensing TeamMate with the following selections and corresponding fees. (Select all that apply)

Selection(s)	Number of Users	Initial Fee
☐ **TeamMate AM - Audit Management**		
☐ **TeamMate CM - Controls Management**		
☐ **TeamCloud – AM Hosting***		
☐ **TeamCloud – CM Hosting***		

Agreement Terms: The TeamMate Software, Support and related Services are provided under the TeamMate® Global License, Support and Services Agreement, incorporated herein by reference and located at http://www.teammatesolutions.com/teammate/glssa/en/glssa-en-wkfs.pdf, except to the extent there already exists a written agreement between Customer and Licensor covering such Software, Support and related Services, in which case the Software, Support and related Services are provided under such existing written agreement (as applicable, the "Agreement").
Support: The Perpetual License Support for TeamMate AM/CM is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee for each license is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer.
***Hosting Storage:** Hosting includes one gigabyte (1GB) of production storage per User. Additional gigabytes may be subject to additional fees.

Selection(s)	Number of Users	Initial Fee
☒ **TeamMate Analytics**	6	$2,520.00

Agreement Terms: The TeamMate Analytics Software, Support and related Services are provided for under the TeamMate Analytics License, Support and Services Agreement, incorporated herein by reference and locate at http://www.teammatesolutions.com/teammate/TMA-glssa/en/TMA-glssa-en-wkfs.pdf (the "TeamMate Analytics Agreement").
Support: The Perpetual License Support for TeamMate Analytics is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee for each TeamMate Analytics license is set at twenty percent (20%) of a single user license. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer.

Ancillary Service(s) Selections	Number of Days/Reports (as applicable)	Fees/Day or Fees/Report	Extended Price (Fees & Expenses)
☐ **Implementation Consulting** ☐ TeamEWP* ☐ TeamRisk ☐ TeamSchedule ☐ TeamTEC ☐ TeamCentral ☐ TeamMate CM* *Mandatory Two Days	Days	$3,000.00 Per Day	
☐ **Training*** ☐ TeamEWP ☐ TeamRisk ☐ TeamSchedule ☐ Team TEC ☐ TeamCentral ☐ TeamMate CM ***Training is limited to 20 attendees and all training is onsite at Customer's location.	Days	$3,000.00 Per Day	
☐ **IT Services – Onsite Installation/ Data Migration**	Days	$2,500.00 Per Day	
☐ **IT Services – Remote Installation/ Data Migration**	Days	$1,875.00 Per Day	
☐ **IT Services – Hosting Set-Up**	Days	$1,875.00 One Time Set Up Fee	
☐ **Custom Reports** ☐ Custom Suite Report ☐ TeamEWP Report Training (includes free report) *Custom Reports include complimentary upgrade services for 18 months from Date of Order	Reports	Per Report	
☐ **Miscellaneous Services** **Description:**			
☐ **Project Management Services:** ☐ New Customer (1 to 30 Users) -Twenty percent (20%) of License Fees ☐ New Customer (31 to 100 Users) - Fifteen percent (15%) of License Fees ☐ New Customer (over 100 Users) - Ten percent (10%) of License Fees ☐ Migration/Upgrade for existing Customer – Twenty percent (20%) of Total Service Fees			
☐ **Champion Services** ☐ 30 Hours - $7,500 ☐ 50 Hours - $11,250 ☐ 100 Hours - $20,000 ☐ Custom			
Expenses ☐ Billed as incurred or ☐ Included in the fees above at /Day or ☐ Other - Comments:			
Total Fees			**$2,520.00**

Cancellation Notice: There is a twenty-five percent (25%) per day cancellation fee for cancellation of any Services by Customer within three (3) weeks of the scheduled date for such Services. In addition, in the event Customer prepays for any Services and then chooses not to receive such Services within one (1) year of such payment, the amounts paid for such Services hereunder shall be deemed forfeited.

3. **EXECUTION OF ORDER FORM.** By executing this Order Form, Customer is hereby agreeing to be bound the terms of the Agreement or the TeamMate Analytics Agreement as applicable. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement or the TeamMate Analytics Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement or the TeamMate Analytics Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement or the TeamMate Analytics Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement or the TeamMate Analytics Agreement.

4. **ADDITIONAL BUSINESS TERMS (IF ANY).**

5. **SPECIAL BILLING INSTRUCTIONS (IF ANY).** (If electronic invoicing is required please provide the name of the client system and any further instructions):

6. **SIGNATURES.** Customer and WKFS are required to sign this Order Form.

WOLTERS KLUWER FINANCIAL SERVICES, INC.	**CUSTOMER** **WILLIAMSON COUNTY TEXAS**
_____	_____
Authorized Representative	Authorized Representative
_____	_____
Print Name and Title	Print Name and Title
_____	_____
Effective Date (date signed by WKFS)	Date Signed

TEAMMATE® ANALYTICS LICENSE, SUPPORT AND SERVICES AGREEMENT

IMPORTANT NOTICE: PLEASE READ THIS TEAMMATE ANALYTICS LICENSE, SUPPORT AND SERVICES AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR USING ANY TEAMMATE® ANALYTICS SOFTWARE. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE COMPANY, ORGANIZATION OR OTHER PERSON OR ENTITY THAT HAS LICENSED THIS SOFTWARE ("CUSTOMER") AND LICENSOR (AS DEFINED BELOW). IT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY CUSTOMER AND GOVERNS PERMITTED ACCESS TO AND INSTALLATION, COPYING AND USE OF THE SOFTWARE BY CUSTOMER AND ANY USERS. BY CLICKING TO ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, OR BY INSTALLING, DOWNLOADING, OR USING THE SOFTWARE, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY, OR DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO, THESE TERMS AND CONDITIONS, THEN DO NOT INSTALL, DOWNLOAD OR USE THE SOFTWARE.
THIS AGREEMENT MAY REFER TO AND INCORPORATE SUPPLEMENTAL TERMS SET FORTH IN ONE OR MORE ORDER FORMS (AS DEFINED BELOW). IN ADDITION, CUSTOMER'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN A SEPARATE WRITTEN LICENSE AND SERVICES AGREEMENT WHICH MAY SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT, AS AND TO THE EXTENT EXPRESSLY PROVIDED THEREIN. TO THE EXTENT A CUSTOMER HAS PREVIOUSLY ENTERED INTO A SEPARATE LICENSE AGREEMENT FOR THE LICENSED PRODUCTS AND ANY SUCH TERMS CONFLICT WITH THE TERMS HEREUNDER, THE TERMS OF THAT PARTICULAR OTHER PRE-EXISTING LICENSE AGREEMENT(S) SHALL GOVERN IN THE EVENT OF CONFLICT.

Section 1. Selected Definitions

1.1 "Affiliate" means with respect to Customer, any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Customer, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through ownership of voting securities or otherwise.

1.2 "Content" means informational content, such as operational risk listings or categories, sample report templates or illustrative databases, contained in the Software or supplied by or on behalf of Licensor to Customer with the Software.

1.3 "Documentation" means any operating manuals, user instructions, technical specifications or similar publications relating to the Use and administration of the Software by Licensor customers that are supplied with or contained in the Software provided to Customer by or on behalf of Licensor.

1.4 "Effective Date" means the earlier of (a) the date so designated in the Order Form, or (b) the date Customer first downloads or receives delivery of the Software.

1.5 "Initial Fees" means all license fees payable for license of the Software, together with all fees for any related Services (to the extent such fees are to be paid up front pursuant to the Order Form) and for the initial Support term, in each case as shown on the applicable Software Order Form.

1.6 "Intellectual Property Rights" means all rights, title and interests in and to the Licensed Products, including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights related thereto, and these and any other similar rights in any jurisdiction relating to the Licensed Product.

1.7 "Licensed Products" means the Software, any Content (whether included in the Software or separately provided), the Documentation and the Media.

1.8 "Licensor" means Wolters Kluwer Financial Services, Inc. or any non-United States affiliated company that is named as the "licensor" or "services provider" in any Order Form or written license and/or services agreement with Customer.

1.9 "Media" means the physical media on which the Software and Documentation are recorded or printed, as provided by Licensor to Customer.

1.10 "Order Form" means Licensor's then current order form for Software or its then current Services, all of which refer to and are governed by this Agreement, completed and signed by Customer and Licensor.

1.11 "Services" means the services (other than Support) provided by Licensor under this Agreement, as requested by Customer, accepted by Licensor and described in one or more Order Forms.

1.12 "Software" means (a) the TeamMate® Analytics Software (powered by TopCAATs), only in machine readable, executable (object code) format, including the features, functions, designs and any Content included therein, (b) any Updates or Versions that may be provided by or on behalf of Licensor to Customer during the applicable Support Period, and (c) any complete or partial copies thereof permitted to be made by this Agreement.

1.13 "Support" means Licensor's then current support and maintenance services program for the Software, as further described in Section 8.

1.14 "Support Period" means the period during which Licensor provides support services under the terms of this Agreement and as set out in the Order Form, for which Customer has paid the applicable fee(s).

1.15 "Update" means any updates, enhancements, improvements, corrections, service packs or other modifications of or to the Software that are released by Licensor for general distribution to Software licensees as a part of Support during the period for which Customer has purchased Support, but which are not new major Versions. An Update is generally denoted by Licensor by a change to the right of the first decimal point in the Software version number (for example, Version 1.0 to 1.1).

1.16 "Use" or "Using" means (a) to install, load, download, execute, access, utilize, display or store the Software or information therein, or interact with its functionality or processing capabilities in accordance with the terms of this Agreement, and (b) to read, process and utilize the Documentation and process the Media in connection with Use of the Software in accordance with the terms of this Agreement.

1.17 "User" means each individual employee of Customer or its authorized agents or subcontractors who Uses the Licensed Products as operated or made available by or through Customer, regardless of whether such individual is actively Using the Software at any given time.

1.18 "Version" means any new version or upgrade of the Software that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version (if any) and which is designated by a numeric change to left of the decimal (e.g., Version 8.0 and 9.0).

Section 2. License Grant

2.1 General. Effective upon Customer's payment of the Initial Fees, Licensor hereby grants to Customer a non-exclusive, perpetual and non-transferable license to Use the Licensed Products, on and subject to the terms and conditions of this Agreement. Licensor reserves all rights in and to the Licensed Products not expressly granted in this Agreement.

2.2 Internal Use Limitation. Customer may Use and permit its Users to Use the Licensed Products only for Customer's own internal business purposes. Other than Users authorized hereunder, Customer shall not permit any third party to Use the Licensed Products in any way whatsoever. Except as expressly authorized by Section 3 of this Agreement, Customer shall not, and shall not permit any User to, offer or Use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing or other participation arrangement.

2.3 Number of Users. Customer shall not Use, or permit the Use of, any Licensed Products by more than the maximum number of Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 3.3 and 4.4 hereof), whether or not such Users are actively Using the Licensed Products at the same time.

2.4 Copies. Customer may make a reasonable number of back-up copies of the Software for Customer's archival or disaster recovery purposes only and not for production, development, evaluation or testing purposes (other than to ensure that such back-up copies are capable of replacing the Software in case of a disaster). Such copies shall be the property of Licensor and Customer shall not remove from, deface or overprint on the original Software any Licensor copyright notices, trademarks, logos, legends or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Customer shall keep exclusive possession of and control over the copies of the Licensed Product in its possession and shall effect and maintain adequate security measures to safeguard the Licensed Product from access or Use by any unauthorized person or person who is not an authorized User hereunder.

Section 3. Limited Third Party Use of Licensed Products

3.1 Affiliate Use. Any Customer Affiliate may Use the Licensed Products, provided that (a) such Customer Affiliate Uses the Licensed Products only for its own and/or Customer's internal business purposes strictly in accordance with all of the terms and conditions set forth in this Agreement (including, without limitation, Section 2.3 above), and (b) Customer Affiliate agrees to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Customer Affiliates' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Affiliate (or its Users) shall be deemed a breach by Customer.

3.2 Use by Third Party Service Providers. Customer may permit Use of the Licensed Products by its third party service providers or consultants, including any third parties providing Customer with outsourcing, data center management or disaster recovery services ("Service Providers"), provided that such Service Providers (a) Use the Licensed Products only for Customer's internal business purposes and (b) agree to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Service Providers' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Services Provider (or its Users) shall be deemed a breach by the Customer.

3.3 User Count and License Fee Adjustments. Any individuals afforded rights to Use the Licensed Products pursuant to Sections 3.1 or 3.2 shall be counted as Users for all purposes under this Agreement. Customer shall advise Licensor promptly upon any increase in the total number of Users as a result of any such Affiliate or Service Provider Use and shall pay to Licensor any required additional License fees at Licensor's then current applicable rates. No such adjustments shall be required for any incidental access to information in, from or generated by the Software required or requested by any external financial auditor of Customer or any Affiliate, or any representative of any governmental, accreditation or regulatory body in the course of their normal regulatory, investigative or professional duties for or with respect to Customer or any Affiliate.

Section 4. Unauthorized Use of Licensed Products

4.1 No Modification or Reverse Engineering. Customer shall not, and shall not allow any User, Affiliate or Service Provider to, (a) modify, port, adapt or translate or create any derivative works from or based on the Licensed Products, in whole or in part, (b) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Software, or (c) combine or merge the Software with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile the Software if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from Licensor and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by Licensor to its customers for the same. Customer's Use of the Software to process Customer information or tasks and produce activity lists, schedules or reports which the Software enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 4.1.

4.2 No Transfer or Assignment. Except as may be otherwise expressly provided in Section 3, Customer shall not (a) sublicense, assign or transfer the Software in whole or in part to any third party, or (b) assign or transfer to any third party any of Customer's rights or interests in and to the Software, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third party.

4.3 Additional Customer Responsibilities. Customer shall maintain, and promptly provide to Licensor upon its request, accurate User lists and other reasonably detailed records regarding Use of the Software by or for Customer. If Customer becomes aware of any unauthorized Use of all or any part of the Licensed Products, Customer shall notify Licensor promptly, providing reasonable details. Customer will remain responsible for any unauthorized Use of the Licensed Products by any individuals employed by, acting as authorized agents of or performing services for Customer or its Affiliates (including any of their respective service providers).

4.4 Verification Rights. Upon reasonable prior notice to Customer not more than once every twelve (12) months, Licensor may conduct an audit, using its own or third party personnel, to review that Customer's Use of the Licensed Products complies with this Agreement, including the number of licensed Users under this Agreement and the applicable Order Form(s). Licensor will conduct any such audit during Customer's normal business hours and in accordance with Customer's reasonable site security requirements. If any such audit or any other Customer-provided information reveals that Customer has underpaid any license or Support fees, then as a non-exclusive remedy, Licensor may invoice Customer for, and Customer will pay, such additional fees as are thereby determined to be payable, based on Licensor's then effective list prices. If such underpayment exceeds five percent (5%) of the total fees paid *or due and payable* by Customer under this Agreement, Customer also shall reimburse Licensor for its reasonable costs actually incurred in conducting the verification.

Section 5. Proprietary Rights

5.1 Ownership of Licensed Products. As between Licensor and Customer, Customer acknowledges that Licensor is and will remain the sole and exclusive owner of all Intellectual Property Rights. Customer shall have no rights, title or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

5.2. Ownership of Customer Data. Nothing in this Agreement shall be construed as granting Licensor any right, title or interest in or to any Customer-provided data or other content or information input into or processed using the Licensed Products.

5.3 Ownership of Other Materials. As between Licensor and Customer, Licensor shall be the exclusive owner of all rights, title and interests, including all Intellectual Property Rights, in and to (i) the Licensed Products, (ii) any and all translations, adaptations, developments, enhancements, improvements, Updates, Versions, customizations or other modifications or derivations of or to the Licensed Products, whether or not developed by or for the Customer, and (iii) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer. In providing any customized report template or other customized work product deliverables in connection with its provision of Services hereunder, Licensor does not and shall not be deemed to transfer to Customer any Intellectual Property Rights therein, whether as "work-for-hire" or otherwise, other than the right to Use the same in accordance with this Agreement as part of the Licensed Products. Customer hereby assigns, grants and conveys to Licensor all rights, title and interests in and to any and all such materials, effective upon their creation or communication. Customer will execute and deliver to Licensor such further assignments and take all such further actions as Licensor may reasonably request to effect or evidence the assignment to and vesting in Licensor of all such rights.

5.4 No Contest. Neither Party shall pursue any claims contesting, make any filings or registrations inconsistent with or otherwise take any actions to challenge the respective intellectual property rights of the other Party as set forth in this Section 5.

Section 6. Confidential Information

6.1 Nature and Scope. Customer's (i) financial and audit working papers and related documentation, and (ii) all data and other information identified as confidential by Customer, are confidential information of Customer. Customer agrees that the Licensed Products constitute trade secrets and confidential information of Licensor. "Confidential Information" includes any Licensor internal policies, procedures or third party audit or attestation reports and all information that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether furnished or made available before or after the date of this Agreement, and regardless of its form, format, media or mode of disclosure (written, visual, electronic or other).

6.2 Obligations. Each party will keep all Confidential Information of the other Party strictly confidential. Each party agrees to use the same care to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). Neither party will disclose any Confidential Information of the other party, except that each party may disclose Confidential Information of the other to its employees, subcontractors or agents who have a need to know such information, provided that, prior to such disclosure, the disclosing party requires that each such employee, subcontractor or agent agree to the restrictions on use and disclosure of Confidential Information set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. Upon any termination of this Agreement or otherwise promptly after the disclosing party's reasonable request, the receiving party shall either return to the disclosing party or destroy and certify in writing to such party the destruction of any and all Confidential Information of such party in the receiving party's possession. For the purpose of this Section 6, with respect to Customer, "party" shall include any Affiliate of Customer who has Users hereunder. In addition, Customer and its Affiliates (if applicable) shall be responsible for full compliance of any of their Service Providers' or Users' full compliance with the confidentiality obligations hereunder. These confidentiality obligations shall survive for a period of five (5) years after Customer's termination of Support of the Software.

6.3 Exceptions. Confidential Information shall not include information which is: (i) independently developed by the party without the benefit of the other's disclosure or is already known by the party at the time of disclosure; (ii) approved for release by the other's written authorization or is rightfully received by the party from a third party without any obligation of confidentiality; (iii) public knowledge without the wrongful act or breach of this Agreement by either party; or (iv) disclosed pursuant to the requirements of a governmental agency or court order.

Section 7. Order, Delivery and Payment

7.1 Order, Delivery, Installation. Customer may order Software licenses, Support and/or Services by submitting one or more signed Order Forms to Licensor. After its acceptance of a Software Order Form, Licensor will either deliver the Software to Customer at the locations provided therein or permit the Customer to download the Software from an FTP site identified in such Order Form. Customer will be responsible for installation of the Software, except to the extent Licensor agrees to provide such Services in accordance with Section 9 and pursuant to an Order Form. Acceptance will be deemed to occur on Customer's

receipt or downloading of Licensed Products, Customer's order or renewal of Support or Licensor's performance of Services, as applicable. Licensor will bear all risk of loss for Licensed Products until their delivery to or downloading by Customer.

7.2 Payment and Taxes. All fees and expenses are quoted and invoiced in the currency specified in the applicable Order Form. All invoiced amounts are due and payable by Customer within thirty (30) days after the invoice date. Fees and other charges described in the applicable Order Form, do not include federal, state or local sales, foreign withholding, use, property, excise, service, value added or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits or a valid tax-exempt certificates must be provided to Licensor prior to the execution of this Agreement. If Licensor is required to pay Taxes, Customer shall reimburse Licensor for all such amounts. Customer hereby agrees to indemnify Licensor for any such Taxes and related costs, interest and penalties paid or payable by Licensor.

Section 8. Support

8.1 Support Term and Fees. The initial term for Support of the Software will commence on the Effective Date and continue for such initial Support Period as shown on the applicable Order Form. Support will automatically renew for successive one (1) year renewal terms unless and until terminated as provided in Section 8.5. Unless otherwise provided in the Order Form, Support will be provided to Customer at no additional charge during the initial twelve (12)-month term following the Effective Date. Support fees for each successive Support renewal term are payable by Customer annually in advance. At the request of Licensor, Customer will provide Licensor with an update and/or confirmation of the number of Users of the Software and to the extent such number of Users has increased, Customer will pay Licensor such increased license fees and Support as required hereunder.

8.2 Licensor Support Obligations. Throughout the applicable Support Period, provided that Customer is not then in default of its obligations under this Agreement (including payment obligations) and subject to the exclusions set forth in Section 8.4, Licensor will provide or cause to be provided the following Support services: (a) telephone help-desk, and electronic and/or remote access support to assist Customer in its Use of the Software and respond to any reported failures of the Software to conform to Section 10.2 (provided that this support shall not be in lieu of obtaining training with respect to the Licensed Product, for which there is a Service charge); (b) provision of such Updates and Versions as Licensor from time to time produces and distributes generally to Software licensees under Support for no additional fees; and (c) such other support services as Licensor provides generally to licensees as part of its then current Software support and maintenance program.

8.3 Customer Responsibilities. Throughout the applicable Support Period, Customer will: (a) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable Licensor to gain remote access, with Customer's consent, to the computer system(s) on which the Software is installed for diagnostic, error notation and correction and other support purposes; (b) cooperate with Licensor in investigating and seeking to identify the cause of any claimed failure of the Software to perform in accordance with this Agreement; (c) allow such other remote and/or on-site access to the Software and to Customer's systems as may be reasonably required for Licensor to perform Support activities and (d) install all Updates and/or Version of the Software within at least eighteen (18) months of their release by Licensor. Licensor's obligation to provide the Support described in Section 8.2 above shall not apply to the extent Customer is not in full compliance with this Section 8.3. Customer acknowledges that the failure to timely install any Updates and/or Versions shall excuse Licensor's warranty and indemnity obligations herein, if and to the extent any performance or infringement issues thereby would have been avoided or mitigated by Customer's installation of such Updates and/or Versions.

8.4 Exclusions. Licensor Support will not include: (a) resolution of problems resulting from: (i) any modification of or damage to the Software or its operating environment, (ii) Customer's failure to operate the Software in an approved hardware and software environment or otherwise in accordance with applicable Licensor Documentation, or (iii) Customer's failure to implement any Updates provided by Licensor within the period of time required in Section 8.3(d); (b) new Versions of the Software for which Licensor establishes and generally charges Software licensees a separate license fee; (c) the provision of any Updates or other program Support described in Section 8.2, if Customer is in default with respect to payment of Support fees; or (d) Services, including but not limited to any installation, implementation and other Services.

8.5 Support Termination. Either party may terminate Support under this Agreement as of the end of the initial Support Period, or as of the end of any renewal term, by written notice to the other party at least ninety (90) days prior to the end of such applicable Support Period and/or renewal term. If Customer's license to use any of the Software is terminated for any reason, Support will terminate automatically as to such Software. If Licensor terminates Support in accordance with this Section 8.5, other than in the circumstance of a breach of this Agreement by Customer, Customer will be entitled to receive a pro-rata refund of any prepaid Support fees for any period beyond the termination effective date.

Section 9. Services

9.1 General. Licensor offers consulting services relating to the Licensed Products, including installation and implementation services, configuration or customization of templates or reports and training for Customer personnel. Licensor will provide (a) any required initial implementation Services, as provided in the Order Form for the Licensed Products, and (b) all other Services, at Customer's election and following Customer's signature and Licensor's acceptance of an Order Form describing the nature, scope, project assumptions, fees, duration, location(s) of the covered Services, in each case in accordance with and subject to the terms and conditions of this Agreement.

9.2 Services Performance; Customer Support. In performing Services, Licensor may assign Licensor personnel, authorized agents or qualified third-party contractors who are proficient in the provision of Services relating to the Licensed Products ("Consultants"). Licensor will be responsible for the observance by such Consultants of Licensor's obligations hereunder, including the confidentiality obligations in Section 6 herein. Customer agrees to provide the information, facilities, personnel and equipment, including if applicable suitably configured computers, reasonably identified by Licensor as essential to the performance of any Services. Customer may require Licensor's personnel in performing any Services to observe at all times the safety and security policies of Customer. Customer shall advise Licensor of any hazards to the health and safety of Licensor's personnel on the Customer's premises and provide Licensor's personnel with appropriate information regarding applicable safety and security procedures.

9.3 Services Pricing. Unless otherwise provided in the applicable Order Form, all Services shall be provided on a time and expense/materials basis at Licensor's then current rates. Licensor reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Customer shall pay or reimburse Licensor for all reasonable travel and other out-of-pocket expenses incurred in connection with Licensor's performance of Services hereunder.

Section 10. Limited Warranties and Disclaimers

10.1 Authority. Each party represents to the other that such party has the full corporate power and authority to enter into and perform this Agreement.

10.2 Software and Media. Licensor warrants to Customer that, for a period of ninety (90) days from its delivery date, (a) the Software will perform substantially in accordance with the material functional specifications contained in the Documentation in effect at the time of delivery to Customer when such Software is properly installed and Used on the recommended operating system, and (b) the Media on which the Software is furnished, if any, will be free from material defects under normal use. Licensor's entire liability and the Customer's sole and exclusive remedy for breach of this Section 10.2 will be limited to either, at Licensor's option, replacement of the Software and Media, if any, at no charge to Customer or refund of the license fee paid by Customer and termination of this Agreement. The warranties in this Section 10.2 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

10.3 Services. Licensor warrants to Customer that all Services provided under this Agreement will be performed by competent personnel with appropriate experience in providing such Services.

10.4 Warranty Limitations. The preceding Licensor warranties do not apply to and, to the full extent permitted by law, Licensor shall have no responsibility for breaches of warranty to the extent arising from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of the Software by any person other than Licensor (except as directed or authorized by Licensor); (iv) the combination of the Software with products or services not provided by Licensor (except as directed or authorized by Licensor); (v) Use of any portion of the Software in a manner not permitted or contemplated by this Agreement or the Documentation; (vi) Use of an earlier Version of some or all of the Software other than the current Version or Use of Software without all Updates installed.

10.5 **DISCLAIMERS**. (a) EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 10 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE LICENSED PRODUCTS, CONTENT, SUPPORT, SERVICES OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF

LICENSOR WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10, (A) THE LICENSED PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE LICENSED PRODUCTS AND ITS OWN AUDIT APPROACH OR METHODOLOGY.

(b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

(c) TO THE EXTENT THAT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS CANNOT BE FULLY DISCLAIMED AND EXCLUDED UNDER APPLICABLE LAW AS CONTEMPLATED BY SECTION 10.5(a), THEN ANY DIFFERENT OR ADDITONAL LEGALLY REQUIRED WARRANTIES, REPRESENTATIONS OR CONDITIONS, SHALL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SOFTWARE DELIVERY OR SERVICES PERFORMANCE, AS APPLICABLE.

Section 11. Indemnities

11.1 Infringement Indemnity. (a) General. Licensor agrees (i) to defend Customer against or, at Licensor's option (subject to Section 11.3), settle any unaffiliated third party claim or action brought against Customer asserting that Customer's Use of all or part of the Licensed Products in conformity with this Agreement infringes such third party's copyrights or registered trademarks in the United States, Canada, Australia or the European Union or a third party's patents in the United States, and (ii) to indemnify Customer against actual damages and reasonable costs and expenses assessed against or recovered from Customer as a result of any such claim or action.

(b) Exclusions. Section 11.1(a) does not cover claims or actions based upon or arising out of: (i) Use of the Licensed Products in combination with other non-Licensor-provided products or programs with which the Licensed Products are not authorized or intended to be used; (ii) modification or alteration of the Software by Customer or for Customer by any person other than Licensor or its authorized agent; (iii) Use of the Licensed Products in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; or (iv) use of a superseded or altered Version of some or all of the Software if infringement would have been avoided or mitigated by the use of a subsequent unaltered Version (with all Updates) of the Software that is provided to Customer as part of Support.

(c) Licensor Cure. If all or part of the Licensed Products become, or in Licensor's opinion, are likely to become, the subject of a third party claim of infringement or violation of such thirty party's intellectual property rights, Licensor may, at its option: (i) procure for Customer the right to continue using the affected Licensed Products; (ii) replace the same with substantially equivalent, non-infringing materials; or (iii) modify the affected Licensed Products so that they become non-infringing without materially changing their functionality. If, in Licensor's opinion, none of the foregoing alternatives are feasible or commercially reasonable, Licensor may terminate Customer's license to the affected Licensed Products, require and accept return of the same, and refund to Customer the unamortized portion of the allocable Software license fees paid by Customer with respect thereto (based on a five-year estimated useful life) and the unused portion of any Customer prepaid, related Support fees.

(d) Exclusive Remedy. To the maximum extent permitted by applicable law, the provisions of this Section 11.1 state the sole, exclusive and entire liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole remedy, with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.

11.2 Indemnification Procedures. The indemnity in this Section 11 is contingent upon: (i) Customer promptly notifying the Licensor in writing of any claim which may give rise to a claim for indemnification; (ii) Licensor being allowed to control the defense and settlement of such claim; and (iii) Customer cooperating with all reasonable requests of Licensor (at Licensor's expense) in defending or settling a claim. Customer shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. Licensor may settle any such claim, provided that no settlement of any claim admitting liability of, or imposing duties or restrictions upon, Customer, other than for payment of monetary amounts for which Licensor agrees to be responsible or for termination of Customer's Use of the Software in accordance with Section 11.1, may be effected without the prior written consent of the Customer, which shall not be unreasonably withheld or delayed. The indemnities in this Section 11 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

Section 12. Limitations of Liability

12.1 Internet Exclusion. THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS OR NETWORKS. LICENSOR SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.

12.2 Customer Responsibility; Professional Advice. CUSTOMER ASSUMES ALL RESPONSBILITIES AND RISKS, FOR ITSELF AND ALL USERS, REGARDING: (I) ALL DATA AND INFORMATION COLLECTED, USED OR INCLUDED IN OR PROCESSED, ACCESSED OR STORED WITH THE LICENSED PRODUCTS; (II) THE PREPARATION, ACCURACY, REVIEW AND USE OF RESULTS OBTAINED THROUGH USE OF THE SOFTWARE OR ANY CONTENT, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE LICENSED PRODUCT. LICENSOR AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE OR SERVICES AND ARE NOT RESPONSIBLE FOR HOW THE LICENSED PRODUCT IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE LICENSED PRODUCT AND ANY DECISIONS THE CUSTOMER MAY TAKE BASED ON CUSTOMER'S USAGE OF THE LICENSED PRODUCT.

12.3 Damages Exclusion. EXCEPT AS OTHERWISE PROVIDED IN SCHEDULE A, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICENSOR OR CUSTOMER, NOR THEIR RESPECTIVE AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), PROVIDED, HOWEVER, THERE SHALL BE NO LIMITATION OF LIABILITY FOR CUSTOMER'S BREACH OF ANY PROVISIONS OF THIS AGREEMENT RELATING TO PROPRIETARY RIGHTS, CONFIDENTIALITY AND NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION.

12.4 Limitations of Liability. Except for any indemnification liability arising under Section 11.1 of this Agreement, and except as otherwise provided in Schedule A, the entire and collective liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, arising out of or related to this Agreement, the Licensed Products, Content, Support or Services, or any other cause whatsoever, including without limitation on account of performance or nonperformance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the total fees paid to Licensor in the twelve-month period preceding the date such claim or cause of action first arose. The limitation of liability under this Section will be applied to the maximum extent permitted by applicable law.

12.5 Limitations Period. Any claim or cause of action arising under or otherwise relating to this Agreement, any Order Form, or the Licensed Products, Support, Services or other subject matter hereof or thereof, whether based on contract, tort (including negligence) or otherwise, must be commenced within one year from the date such claim or cause of action first arose.

Section 13. Term and Termination

13.1 Term. This Agreement will become effective upon Licensor's execution of the Order Form or, if earlier, the Effective Date, and will remain in force until terminated in accordance with the terms hereof.

13.2 Termination. (a) Either party may terminate this Agreement in its entirety, or in part with respect to an Order Form for Services, at any time upon thirty (30) days prior written notice, if the other party materially fails to comply with any of the terms and conditions of this Agreement and such failure is not cured by the end of such thirty (30)-day period. Licensor may terminate this Agreement immediately if Customer materially fails to comply with Sections 2, 3, 4, 5 or 6 of this Agreement.

(b) Unless otherwise specified by the parties in writing, either party may terminate this Agreement in part with respect to the delivery by Licensor of any of the Services upon thirty (30) days' advance written notice. Upon any such partial termination, Licensor shall advise Customer of the extent to which performance of a terminated Service has been completed through such date. Licensor shall be paid for all work performed and expenses with respect to such Service through the date of termination.

13.3 Effects of Termination. Upon termination of this Agreement for cause by Licensor, including due to violation by Customer or Affiliates (or their respective Users) of Sections 2, 3, 4, 5, 6 or 10.1 or for failure to pay any license fee or contractually required Support Fee due hereunder or any applicable Order Form ("Licensor For-Cause Termination"), Customer shall immediately cease using the Licensed Products, return all of the Licensed Products (including all copies thereof, in whatever form) to Licensor, and return to Licensor all of its Confidential Information in tangible form, destroy or erase any computer entries, database entries and any other recordation of Licensor Confidential Information.

13.4 Survival. In the circumstance of a Licensor For-Cause Termination, all license rights granted under Sections 2 and 3 shall be terminated, provided Sections 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination of the Agreement. In the circumstance of a Customer ceasing to maintain Support or expiration of the Agreement, Sections 2, 3, 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination or expiration of the Agreement.

Section 14. Governing Law and Dispute Resolution

14.1 Governing Law. The Parties consent to the application of the Governing Law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Unless a different legal jurisdiction is denoted in an Order Form, the "Governing Law" shall be determined by the Customer's principal place of business, as follows: (i) in the North, South or Central America, except Canada: "the laws of the State of New York, U.S.A."; (ii) in Canada: "the laws in the Province of Ontario, Canada"; (iii) in Europe, the Middle East and Africa: "the laws of England & Wales," in which event the provisions of Schedule A shall apply to this Agreement; and (iv) in Asia Pacific: "the laws of New South Wales, Australia", in which event the provisions of Schedule B shall apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.2 Injunctive Relief. Notwithstanding an agreement of the parties to submit disputes under this Agreement for resolution by arbitration, each party agrees that any actual or threatened breach by the other of its obligations under this Agreement relating to proprietary rights, confidentiality and non-disclosure of Confidential Information may cause irreparable damage for which legal remedies are inadequate, and each party agrees that the other may seek immediate injunctive or other equitable relief restraining such actual or threatened breach in any judicial forum, without the need to first secure a judgment or award and without the need to seek arbitration and follow any procedures related thereto.

14.3 Dispute Resolution Method and Venue. Unless otherwise provided in the Order Form, and subject to Section 14.2, any dispute arising under or relating to the subject matter of this Agreement shall be submitted for resolution in the method and to the venue as follows. If Customer's principal place of business is located: (a) in the United States, disputes shall be submitted to a state or federal court in the Borough of Manhattan, New York City, New York; (b) in Canada, disputes shall be submitted to the federal or provincial courts in Toronto, Ontario; (c) in North, Central or South America, disputes shall be submitted for arbitration in Miami, Florida, U.S.A., under the rules of the American Arbitration Association; (d) in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; (e) in Asia Pacific, disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd.

14.4 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY RELATED DOCUMENTS, THEIR RESPECTIVE SUBJECT MATTER OR RELATED DEALINGS BETWEEN THE PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.5 Arbitration Procedures. The following procedures shall apply to any disputes under this Agreement or in regards to the Licensed Product to which arbitration applies as set forth in Section 14.3 above. Arbitration shall be conducted before a single arbitrator unless the amount in dispute exceeds the equivalent of US $250,000, to be jointly selected and if the parties cannot agree on such single arbitrator within a period of 30 days after an arbitration proceeding has been filed, then the single arbitrator will be selected in accordance with the applicable arbitral body for the relevant jurisdictions set forth in Section 14.3 above. If the amount in dispute exceeds the equivalent of US $250,000, it shall be decided by three arbitrators, one to be selected by each party and the two party-appointed arbitrators to agree upon the third. The arbitrator(s) must have experience with and knowledge of the licensing of software, and have been admitted to the practice of law for at least ten years. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitation, remedial and other provisions of this Agreement. Any court having jurisdiction shall be entitled to enforce the agreement of the parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

Section 15. Miscellaneous Provisions

15.1 Export Controls. Customer acknowledges that the Licensed Products are subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "Export Control Laws"). From and after Licensor's delivery of the Licensed Products to Customer, Customer shall comply with any and all applicable Export Control Laws applicable to the Licensed Products.

15.2. Government Use. In the event that Customer is an agency of the United States Government or that a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Customer acknowledges that the Software and Documentation, respectively, provided to Customer hereunder constitute commercial computer software and commercial computer software documentation developed at private expense and are subject to the terms and restrictions of this Agreement pursuant to FAR 27.405-3 and DFARS 227.7202. The contractor/manufacturer is Licensor, with an address set forth on the applicable Order Form.

15.3 Entire Agreement. This Agreement, including its Schedules and exhibits, together with all Order Forms, (i) collectively constitute the entire agreement between the parties, and (ii) supersede all prior agreements, understandings, proposals and communications, oral or written, relating to the subject matter of this Agreement. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by Licensor.

15.4 Precedence. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable schedules or exhibits to this Agreement; then, any Order Form; then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control, except to the extent such Order Form makes clear that this Agreement is being amended by such Order Form.

15.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be, to the maximum extent permitted by applicable law, construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. The remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

15.6 Amendment; Waiver. This Agreement may be modified or amended by a writing expressly identified as an amendment and signed by both parties. Unless otherwise provided in an amendment, Licensor reserves the right to modify, in its discretion, the terms in the body of this Agreement in connection with (i) the general release of future versions, updates, or upgrades of the Software; and/or (ii) the issuance of invoices for Services. Customer will be provided an opportunity to review and accept or reject any modified Agreement, but continued use of the Software will be subject to Customer's acceptance of such modified Agreement.

15.7 No Third Party Beneficiary. No third party is intended to be or shall be a third party beneficiary of any provision under this Agreement. Licensor and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.

15.8 Assignment. Customer may not assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of Licensor, except that, after reasonable prior notice thereof to Licensor, Customer may assign or transfer its rights and obligations under this Agreement to an Affiliate of Customer or to a successor to its business to which this Agreement relates.

15.9 Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation, fire, flood, earthquake or other natural catastrophes, acts of war, terrorism or civil disobedience, governmental acts, laws or regulations, embargoes, labor strikes or difficulties, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers, transportation stoppages or slowdowns or the inability to procure parts or materials. Each party will use reasonable efforts to give written notice to the other promptly after becoming aware of any condition or event causing any such excusable performance failure or delay.

15.10 Insurance. During any period in which it is performing Services for Customer, Licensor will maintain (a) workers' compensation with such coverage amounts at least equal to that legally required in jurisdictions in which such Services are being performed, and (b) general liability insurance in commercially reasonable amounts covering liability for bodily injury, death and property damage. Upon written request, Licensor shall promptly provide written confirmation of such insurance coverage.

15.11 Independent Contractor. Each party's relationship to the other is that of an independent contractor. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create a partnership, joint venture or employment or agency relationship between the parties or between Customer and any Licensor employee, agent or contractor. Neither party has any authority to bind, incur liability for or otherwise act on behalf of the other party, and neither party will represent or imply that it has any such authority.

15.12 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been received upon personal delivery, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile), by commercial overnight courier service, or five (5) business days after mailing by certified or registered mail to the address for such party provided in the Order Form.

15.13 Electronic Documents. Any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability solely for that reason and shall meet any requirement to provide an original or print copy.

Schedule A -This Schedule applies in the event the laws of England & Wales are the Governing Law of this Agreement.

1. Section 10.5(a) (Disclaimers) is replaced in its entirety with the following: "The warranties, terms and conditions stated in this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in supplying the Licensed Products or any Support or Services which, but for this Section 10.5, might have effect between Licensor and Customer or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care). Licensor does not warrant that the Licensed Products will be suitable for Customer's requirements nor that any use will be uninterrupted or error free."

2. Section 12.3 is replaced in its entirety with the following:

"Section 12.3. (i) Nothing in this Agreement shall exclude or limit Licensor's liability for (1) fraud (2) death or personal injury caused by its negligence (including negligence as defined in section 1 of the Unfair Contract Terms Act 1977), (3) any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982 or (4) any other liability which cannot be excluded or limited by applicable law.

(ii) Save as provided in Section 12.3(a)(i), Licensor shall have no liability for:

(1) loss of income or revenue;

(2) loss of use of money;

(3) loss of actual or anticipated profits;

(4) loss of anticipated savings;

(5) loss of opportunity;

(6) loss of goodwill or reputation;

(7) loss of, damage to or corruption of data; or

(8) any indirect or consequential loss or damage of any kind, In each case howsoever arising, whether such damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise."

3. Section 12.4 is replaced in its entirety with the following: "Save as provided in Section 12.3(a)(i), the maximum aggregate liability of Licensor under or in connection with this Agreement or any collateral contract, whether arising in contract, tort (including negligence) or otherwise, shall in no circumstances exceed a sum equal to 100% of the license fee and the fees for any services payable by the Customer under this Agreement. This Section

12.4 shall not apply to the indemnities in Section 11."

The first sentence of Section 15.7 (No Third Party Beneficiary) is replaced in its entirety with the following: "The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement."

To Section 15.3 (Entire Agreement), the following sentences are added: "Each party agrees and undertakes to the other party that the only rights and remedies available to it arising under or in connection with this Agreement or its subject matter shall be for breach of contract as provided in these terms and conditions. Nothing in this clause shall limit or exclude any liability for fraud or the tort of deceit."

Schedule B – This Schedule applies in the event the laws of New South Wales, Australia, are the Governing Law of this Agreement.

To Section 2.1 (License) the following sentence is added: "All powers (if any) conferred on Customer by section 26 of the Trade Marks Act 1995 (Cth) are expressly excluded."

The second sentence of Section 2.4 is revised to read in its entirety: "Except as expressly permitted by this Agreement, and except as to the extent that applicable laws (including the Copyright Act 1968 (Cth)) prevent the Licensor from restraining the Customer from doing so, Customer shall not (and shall not allow any third party to) otherwise copy, or modify, decompile, disassemble or otherwise reverse-engineer the Software."

To Section12, the following provision is added as Section 12.6: "CERTAIN LEGISLATION, INCLUDING THE *TRADE PRACTICES ACT 1974* (CTH), MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS UPON LICENSOR WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THIS AGREEMENT MUST BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF THESE STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH LICENSOR IS ENTITLED TO DO SO, LICENSOR LIMITS ITS LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO: (i) IN THE CASE OF GOODS, AT LICENSOR'S OPTION: (a) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (b) THE REPAIR OF THE GOODS; (C) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; (d) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (ii) IN THE CASE OF SERVICES, AT LICENSOR'S OPTION: (a) THE SUPPLYING OF THE SERVICES AGAIN; OR (b) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN."

Sections 10.2, 10.3, 10.5, 12. 1, 12.2, 12.3, 12.4 and 12.5 shall be subject to the foregoing (Section 12.6).

TEAMMATE® GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT

IMPORTANT NOTICE: PLEASE READ THIS GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR USING ANY TEAMMATE® SOFTWARE. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE COMPANY, ORGANIZATION OR OTHER PERSON OR ENTITY THAT HAS LICENSED THIS SOFTWARE ("CUSTOMER") AND LICENSOR (AS DEFINED BELOW). IT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY CUSTOMER AND GOVERNS PERMITTED ACCESS TO AND INSTALLATION, COPYING AND USE OF THE SOFTWARE BY CUSTOMER AND ANY USERS. BY CLICKING TO ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, OR BY INSTALLING, DOWNLOADING, OR USING THE SOFTWARE, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY, OR DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO, THESE TERMS AND CONDITIONS, THEN DO NOT INSTALL, DOWNLOAD OR USE THE SOFTWARE.
THIS AGREEMENT MAY REFER TO AND INCORPORATE SUPPLEMENTAL TERMS SET FORTH IN ONE OR MORE ORDER FORMS (AS DEFINED BELOW). IN ADDITION, CUSTOMER'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN A SEPARATE WRITTEN LICENSE AND SERVICES AGREEMENT WHICH MAY SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT, AS AND TO THE EXTENT EXPRESSLY PROVIDED THEREIN. TO THE EXTENT A CUSTOMER HAS PREVIOUSLY ENTERED INTO A SEPARATE LICENSE AGREEMENT FOR THE LICENSED PRODUCTS AND ANY SUCH TERMS CONFLICT WITH THE TERMS HEREUNDER, THE TERMS OF THAT PARTICULAR OTHER PRE-EXISTING LICENSE AGREEMENT(S) SHALL GOVERN IN THE EVENT OF CONFLICT.

Section 1. Selected Definitions

1.1 "Affiliate" means with respect to Customer, any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Customer, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through ownership of voting securities or otherwise.

1.2 "Content" means informational content, such as operational risk listings or categories, sample report templates or illustrative databases, contained in the Software or supplied by or on behalf of Licensor to Customer with the Software.

1.3 "Documentation" means any operating manuals, user instructions, technical specifications or similar publications relating to the Use and administration of the Software by Licensor customers that are supplied with or contained in the Software provided to Customer by or on behalf of Licensor.

1.4 "Effective Date" means the earlier of (a) the date so designated in the Order Form, or (b) the date Customer first downloads or receives delivery of the Software.

1.5 "Initial Fees" means all license fees payable for license of the Software, together with all fees for any related Services (to the extent such fees are to be paid up front pursuant to the Order Form) and for the initial Support term, in each case as shown on the applicable Software Order Form.

1.6 "Intellectual Property Rights" means all rights, title and interests in and to the Licensed Products, including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights related thereto, and these and any other similar rights in any jurisdiction relating to the Licensed Product.

1.7 "Licensed Products" means the Software, any Content (whether included in the Software or separately provided), the Documentation and the Media.

1.8 "Licensor" means Wolters Kluwer Financial Services, Inc. or any non-United States affiliated company that is named as the "licensor" or "services provider" in any Order Form or written license and/or services agreement with Customer.

1.9 "Media" means the physical media on which the Software and Documentation are recorded or printed, as provided by Licensor to Customer.

1.10 "Order Form" means Licensor's then current order form for Software or its then current Services, all of which refer to and are governed by this Agreement, completed and signed by Customer and Licensor.

1.11 "Services" means the services (other than Support) provided by Licensor under this Agreement, as requested by Customer, accepted by Licensor and described in one or more Order Forms.

1.12 "Software" means (a) the TeamMate® electronic audit management software suite only in machine readable, executable (object code) format, including the features, functions, designs and any Content included therein, (b) any Updates or Versions that may be provided by or on behalf of Licensor to Customer during the applicable Support Period, and (c) any complete or partial copies thereof permitted to be made by this Agreement.

1.13 "Support" means Licensor's then current support and maintenance services program for the Software, as further described in Section 8.

1.14 "Support Period" means the period during which Licensor provides support services under the terms of this Agreement and as set out in the Order Form, for which Customer has paid the applicable fee(s).

1.15 "Update" means any updates, enhancements, improvements, corrections, service packs or other modifications of or to the Software that are released by Licensor for general distribution to Software licensees as a part of Support during the period for which Customer has purchased Support, but which are not new major Versions. An Update is generally denoted by Licensor by a change to the right of the first decimal point in the Software version number (for example, Version 1.0 to 1.1).

1.16 "Use" or "Using" means (a) to install, load, download, execute, access, utilize, display or store the Software or information therein, or interact with its functionality or processing capabilities in accordance with the terms of this Agreement, and (b) to read, process and utilize the Documentation and process the Media in connection with Use of the Software in accordance with the terms of this Agreement.

1.17 "User" means each individual employee of Customer or its authorized agents or subcontractors who Uses the Licensed Products as operated or made available by or through Customer, regardless of whether such individual is actively Using the Software at any given time.

1.18 "Version" means any new version or upgrade of the Software that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version (if any) and which is designated by a numeric change to left of the decimal (e.g., Version 8.0 and 9.0).

Section 2. License Grant

2.1 General. Effective upon Customer's payment of the Initial Fees, Licensor hereby grants to Customer a non-exclusive, perpetual and non-transferable license to Use the Licensed Products, on and subject to the terms and conditions of this Agreement. Licensor reserves all rights in and to the Licensed Products not expressly granted in this Agreement.

2.2 Internal Use Limitation. Customer may Use and permit its Users to Use the Licensed Products only for Customer's own internal business purposes. Other than Users authorized hereunder, Customer shall not permit any third party to Use the Licensed Products in any way whatsoever. Except as expressly authorized by Section 3 of this Agreement, Customer shall not, and shall not permit any User to, offer or Use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing or other participation arrangement.

2.3 Number of Users. Customer shall not Use, or permit the Use of, any Licensed Products by more than the maximum number of Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 3.3 and 4.4 hereof), whether or not such Users are actively Using the Licensed Products at the same time.

2.4 Copies. Customer may make a reasonable number of back-up copies of the Software for Customer's archival or disaster recovery purposes only and not for production, development, evaluation or testing purposes (other than to ensure that such back-up copies are capable of replacing the Software in case of a disaster). Such copies shall be the property of Licensor and Customer shall not remove from, deface or overprint on the original Software any Licensor copyright notices, trademarks, logos, legends or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Customer shall keep exclusive possession of and control over the copies of the Licensed Product in its possession and shall effect and maintain adequate security measures to safeguard the Licensed Product from access or Use by any unauthorized person or person who is not an authorized User hereunder.

Section 3. Limited Third Party Use of Licensed Products

3.1 Affiliate Use. Any Customer Affiliate may Use the Licensed Products, provided that (a) such Customer Affiliate Uses the Licensed Products only for its own and/or Customer's internal business purposes strictly in accordance with all of the terms and conditions set forth in this Agreement (including, without limitation, Section 2.3 above), and (b) Customer Affiliate agrees to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Customer Affiliates' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Affiliate (or its Users) shall be deemed a breach by Customer.

3.2 Use by Third Party Service Providers. Customer may permit Use of the Licensed Products by its third party service providers or consultants, including any third parties providing Customer with outsourcing, data center management or disaster recovery services ("Service Providers"), provided that such Service Providers (a) Use the Licensed Products only for Customer's internal business purposes and (b) agree to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Service Providers' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Services Provider (or its Users) shall be deemed a breach by the Customer.

3.3 User Count and License Fee Adjustments. Any individuals afforded rights to Use the Licensed Products pursuant to Sections 3.1 or 3.2 shall be counted as Users for all purposes under this Agreement. Customer shall advise Licensor promptly upon any increase in the total number of Users as a result of any such Affiliate or Service Provider Use and shall pay to Licensor any required additional License fees at Licensor's then current applicable rates. No such adjustments shall be required for any incidental access to information in, from or generated by the Software required or requested by any external financial auditor of Customer or any Affiliate, or any representative of any governmental, accreditation or regulatory body in the course of their normal regulatory, investigative or professional duties for or with respect to Customer or any Affiliate.

Section 4. Unauthorized Use of Licensed Products

4.1 No Modification or Reverse Engineering. Customer shall not, and shall not allow any User, Affiliate or Service Provider to, (a) modify, port, adapt or translate or create any derivative works from or based on the Licensed Products, in whole or in part, (b) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Software, or (c) combine or merge the Software with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile the Software if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from Licensor and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by Licensor to its customers for the same. Customer's Use of the Software to process Customer information or tasks and produce activity lists, schedules or reports which the Software enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 4.1.

4.2 No Transfer or Assignment. Except as may be otherwise expressly provided in Section 3, Customer shall not (a) sublicense, assign or transfer the Software in whole or in part to any third party, or (b) assign or transfer to any third party any of Customer's rights or interests in and to the Software, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third party.

4.3 Additional Customer Responsibilities. Customer shall maintain, and promptly provide to Licensor upon its request, accurate User lists and other reasonably detailed records regarding Use of the Software by or for Customer. If Customer becomes aware of any unauthorized Use of all or any part of the Licensed Products, Customer shall notify Licensor promptly, providing reasonable details. Customer will remain responsible for any unauthorized Use of the Licensed Products by any individuals employed by, acting as authorized agents of or performing services for Customer or it Affiliates (including any of their respective service providers).

4.4 Verification Rights. Upon reasonable prior notice to Customer not more than once every twelve (12) months, Licensor may conduct an audit, using its own or third party personnel, to review that Customer's Use of the Licensed Products complies with this Agreement, including the number of licensed Users under this Agreement and the applicable Order Form(s). Licensor will conduct any such audit during Customer's normal business hours and in accordance with Customer's reasonable site security requirements. If any such audit or any other Customer-provided information reveals that Customer has underpaid any license or Support fees, then as a non-exclusive remedy, Licensor may invoice Customer for, and Customer will pay, such additional fees as are thereby determined to be payable, based on Licensor's then effective list prices. If such underpayment exceeds five percent (5%) of the total fees paid *or due and payable* by Customer under this Agreement, Customer also shall reimburse Licensor for its reasonable costs actually incurred in conducting the verification.

Section 5. Proprietary Rights

5.1 Ownership of Licensed Products. Customer acknowledges that Licensor is and will remain the sole and exclusive owner of all Intellectual Property Rights. Customer shall have no rights, title or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

5.2. Ownership of Customer Data. Nothing in this Agreement shall be construed as granting Licensor any right, title or interest in or to any Customer-provided data or other content or information input into or processed using the Licensed Products.

5.3 Ownership of Other Materials. Licensor shall be the exclusive owner of all rights, title and interests, including all Intellectual Property Rights, in and to (i) the Licensed Products, (ii) any and all translations, adaptations, developments, enhancements, improvements, Updates, Versions, customizations or other modifications or derivations of or to the Licensed Products, whether or not developed by or for the Customer, and (iii) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer. In providing any customized report template or other customized work product deliverables in connection with its provision of Services hereunder, Licensor does not and shall not be deemed to transfer to Customer any Intellectual Property Rights therein, whether as "work-for-hire" or otherwise, other than the right to Use the same in accordance with this Agreement as part of the Licensed Products. Customer hereby assigns, grants and conveys to Licensor all rights, title and interests in and to any and all such materials, effective upon their creation or communication. Customer will execute and deliver to Licensor such further assignments and take all such further actions as Licensor may reasonably request to effect or evidence the assignment to and vesting in Licensor of all such rights.

5.4 No Contest. Neither Party shall pursue any claims contesting, make any filings or registrations inconsistent with or otherwise take any actions to challenge the respective intellectual property rights of the other Party as set forth in this Section 5.

Section 6. Confidential Information

6.1 Nature and Scope. Customer's (i) financial and audit working papers and related documentation, and (ii) all data and other information identified as confidential by Customer, are confidential information of Customer. Customer agrees that the Licensed Products constitute trade secrets and confidential information of Licensor. "Confidential Information" includes any Licensor internal policies, procedures or third party audit or attestation reports and all information that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether furnished or made available before or after the date of this Agreement, and regardless of its form, format, media or mode of disclosure (written, visual, electronic or other).

6.2 Obligations. Each party will keep all Confidential Information of the other Party strictly confidential. Each party agrees to use the same care to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). Neither party will disclose any Confidential Information of the other party, except that each party may disclose Confidential Information of the other to its employees, subcontractors or agents who have a need to know such information, provided that, prior to such disclosure, the disclosing party requires that each such employee, subcontractor or agent agree to the restrictions on use and disclosure of Confidential Information set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. Upon any termination of this Agreement or otherwise promptly after the disclosing party's reasonable request, the receiving party shall either return to the disclosing party or destroy and certify in writing to such party the destruction of any and all Confidential Information of such party in the receiving party's possession. For the purpose of this Section 6, with respect to Customer, "party" shall include any Affiliate of Customer who has Users hereunder. In addition, Customer and its Affiliates (if applicable) shall be responsible for full compliance of any of their Service Providers' or Users' full compliance with the confidentiality obligations hereunder. These confidentiality obligations shall survive for a period of five (5) years after Customer's termination of Support of the Software.

6.3 Exceptions. Confidential Information shall not include information which is: (i) independently developed by the party without the benefit of the other's disclosure or is already known by the party at the time of disclosure; (ii) approved for release by the other's written authorization or is rightfully received by the party from a third party without any obligation of confidentiality; (iii) public knowledge without the wrongful act or breach of this Agreement by either party; or (iv) disclosed pursuant to the requirements of a governmental agency or court order.

Section 7. Order, Delivery and Payment

7.1 Order, Delivery, Installation. Customer may order Software licenses, Support and/or Services by submitting one or more signed Order Forms to Licensor. After its acceptance of a Software Order Form, Licensor will either deliver the Software to Customer at the locations provided therein or permit the Customer to download the Software from an FTP site identified in

such Order Form. Customer will be responsible for installation of the Software, except to the extent Licensor agrees to provide such Services in accordance with Section 9 and pursuant to an Order Form. Acceptance will be deemed to occur on Customer's receipt or downloading of Licensed Products, Customer's order or renewal of Support or Licensor's performance of Services, as applicable. Licensor will bear all risk of loss for Licensed Products until their delivery to or downloading by Customer.

7.2 Payment and Taxes. All fees and expenses are quoted and invoiced in the currency specified in the applicable Order Form. All invoiced amounts are due and payable by Customer within thirty (30) days after the invoice date. Fees and other charges described in the applicable Order Form, do not include federal, state or local sales, foreign withholding, use, property, excise, service, value added or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits or a valid tax-exempt certificates must be provided to Licensor prior to the execution of this Agreement. If Licensor is required to pay Taxes, Customer shall reimburse Licensor for all such amounts. Customer hereby agrees to indemnify Licensor for any such Taxes and related costs, interest and penalties paid or payable by Licensor.

Section 8. Support

8.1 Support Term and Fees. The initial term for Support of the Software will commence on the Effective Date and continue for such initial Support Period as shown on the applicable Order Form. Support will automatically renew for successive one (1) year renewal terms unless and until terminated as provided in Section 8.5. Unless otherwise provided in the Order Form, Support will be provided to Customer at no additional charge during the initial twelve (12)-month term following the Effective Date. Support fees for each successive Support renewal term are payable by Customer annually in advance. At the request of Licensor, Customer will provide Licensor with an update and/or confirmation of the number of Users of the Software and to the extent such number of Users has increased, Customer will pay Licensor such increased license fees and Support as required hereunder.

8.2 Licensor Support Obligations. Throughout the applicable Support Period, provided that Customer is not then in default of its obligations under this Agreement (including payment obligations) and subject to the exclusions set forth in Section 8.4, Licensor will provide or cause to be provided the following Support services: (a) telephone help-desk, and electronic and/or remote access support to assist Customer in its Use of the Software and respond to any reported failures of the Software to conform to Section 10.2 (provided that this support shall not be in lieu of obtaining training with respect to the Licensed Product, for which there is a Service charge); (b) provision of such Updates and Versions as Licensor from time to time produces and distributes generally to Software licensees under Support for no additional fees; and (c) such other support services as Licensor provides generally to licensees as part of its then current Software support and maintenance program.

8.3 Customer Responsibilities. Throughout the applicable Support Period, Customer will: (a) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable Licensor to gain remote access, with Customer's consent, to the computer system(s) on which the Software is installed for diagnostic, error notation and correction and other support purposes; (b) cooperate with Licensor in investigating and seeking to identify the cause of any claimed failure of the Software to perform in accordance with this Agreement; (c) allow such other remote and/or on-site access to the Software and to Customer's systems as may be reasonably required for Licensor to perform Support activities and (d) install all Updates and/or Version of the Software within at least eighteen (18) months of their release by Licensor. Licensor's obligation to provide the Support described in Section 8.2 above shall not apply to the extent Customer is not in full compliance with this Section 8.3. Customer acknowledges that the failure to timely install any Updates and/or Versions shall excuse Licensor's warranty and indemnity obligations herein, if and to the extent any performance or infringement issues thereby would have been avoided or mitigated by Customer's installation of such Updates and/or Versions.

8.4 Exclusions. Licensor Support will not include: (a) resolution of problems resulting from: (i) any modification of or damage to the Software or its operating environment, (ii) Customer's failure to operate the Software in an approved hardware and software environment or otherwise in accordance with applicable Licensor Documentation, or (iii) Customer's failure to implement any Updates provided by Licensor within the period of time required in Section 8.3(d); (b) new Versions of the Software for which Licensor establishes and generally charges Software licensees a separate license fee; (c) the provision of any Updates or other program Support described in Section 8.2, if Customer is in default with respect to payment of Support fees; or (d) Services, including but not limited to any installation, implementation and other Services.

8.5 Support Termination. Either party may terminate Support under this Agreement as of the end of the initial Support Period, or as of the end of any renewal term, by written notice to the other party at least ninety (90) days prior to the end of such applicable Support Period and/or renewal term. If Customer's license to use any of the Software is terminated for any reason, Support will terminate automatically as to such Software. If Licensor terminates Support in accordance with this Section 8.5, other than in the circumstance of a breach of this Agreement by Customer, Customer will be entitled to receive a pro-rata refund of any prepaid Support fees for any period beyond the termination effective date.

Section 9. Services

9.1 General. Licensor offers consulting services relating to the Licensed Products, including installation and implementation services, configuration or customization of templates or reports and training for Customer personnel. Licensor will provide (a) any required initial implementation Services, as provided in the Order Form for the Licensed Products, and (b) all other Services, at Customer's election and following Customer's signature and Licensor's acceptance of an Order Form describing the nature, scope, project assumptions, fees, duration, location(s) of the covered Services, in each case in accordance with and subject to the terms and conditions of this Agreement.

9.2 Services Performance; Customer Support. In performing Services, Licensor may assign Licensor personnel, authorized agents or qualified third-party contractors who are proficient in the provision of Services relating to the Licensed Products ("Consultants"). Licensor will be responsible for the observance by such Consultants of Licensor's obligations hereunder, including the confidentiality obligations in Section 6 herein. Customer agrees to provide the information, facilities, personnel and equipment, including if applicable suitably configured computers, reasonably identified by Licensor as essential to the performance of any Services. Customer may require Licensor's personnel in performing any Services to observe at all times the safety and security policies of Customer. Customer shall advise Licensor of any hazards to the health and safety of Licensor's personnel on the Customer's premises and provide Licensor's personnel with appropriate information regarding applicable safety and security procedures.

9.3 Services Pricing. Unless otherwise provided in the applicable Order Form, all Services shall be provided on a time and expense/materials basis at Licensor's then current rates. Licensor reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Customer shall pay or reimburse Licensor for all reasonable travel and other out-of-pocket expenses incurred in connection with Licensor's performance of Services hereunder.

Section 10. Limited Warranties and Disclaimers

10.1 Authority. Each party represents to the other that such party has the full corporate power and authority to enter into and perform this Agreement.

10.2 Software and Media. Licensor warrants to Customer that, for a period of ninety (90) days from its delivery date, (a) the Software will perform substantially in accordance with the material functional specifications contained in the Documentation in effect at the time of delivery to Customer when such Software is properly installed and Used on the recommended operating system, and (b) the Media on which the Software is furnished, if any, will be free from material defects under normal use. Licensor's entire liability and the Customer's sole and exclusive remedy for breach of this Section 10.2 will be limited to either, at Licensor's option, replacement of the Software and Media, if any, at no charge to Customer or refund of the license fee paid by Customer and termination of this Agreement. The warranties in this Section 10.2 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

10.3 Services. Licensor warrants to Customer that all Services provided under this Agreement will be performed by competent personnel with appropriate experience in providing such Services.

10.4 Warranty Limitations. The preceding Licensor warranties do not apply to and, to the full extent permitted by law, Licensor shall have no responsibility for breaches of warranty to the extent arising from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of the Software by any person other than Licensor (except as directed or authorized by Licensor); (iv) the combination of the Software with products or services not provided by Licensor (except as directed or authorized by Licensor); (v) Use of any portion of the Software in a manner not permitted or contemplated by this Agreement or the Documentation; (vi) Use of an earlier Version of some or all of the Software other than the current Version or Use of Software without all Updates installed.

10.5 **DISCLAIMERS**. (a) EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 10 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE LICENSED PRODUCTS, CONTENT, SUPPORT, SERVICES OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF

LICENSOR WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10, (A) THE LICENSED PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE LICENSED PRODUCTS AND ITS OWN AUDIT APPROACH OR METHODOLOGY.

(b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

(c) TO THE EXTENT THAT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS CANNOT BE FULLY DISCLAIMED AND EXCLUDED UNDER APPLICABLE LAW AS CONTEMPLATED BY SECTION 10.5(a), THEN ANY DIFFERENT OR ADDITONAL LEGALLY REQUIRED WARRANTIES, REPRESENTATIONS OR CONDITIONS, SHALL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SOFTWARE DELIVERY OR SERVICES PERFORMANCE, AS APPLICABLE.

Section 11. Indemnities

11.1 Infringement Indemnity. (a) General. Licensor agrees (i) to defend Customer against or, at Licensor's option (subject to Section 11.3), settle any unaffiliated third party claim or action brought against Customer asserting that Customer's Use of all or part of the Licensed Products in conformity with this Agreement infringes such third party's copyrights or registered trademarks in the United States, Canada, Australia or the European Union or a third party's patents in the United States, and (ii) to indemnify Customer against actual damages and reasonable costs and expenses assessed against or recovered from Customer as a result of any such claim or action.

(b) Exclusions. Section 11.1(a) does not cover claims or actions based upon or arising out of: (i) Use of the Licensed Products in combination with other non-Licensor-provided products or programs with which the Licensed Products are not authorized or intended to be used; (ii) modification or alteration of the Software by Customer or for Customer by any person other than Licensor or its authorized agent; (iii) Use of the Licensed Products in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; or (iv) use of a superseded or altered Version of some or all of the Software if infringement would have been avoided or mitigated by the use of a subsequent unaltered Version (with all Updates) of the Software that is provided to Customer as part of Support.

(c) Licensor Cure. If all or part of the Licensed Products become, or in Licensor's opinion, are likely to become, the subject of a third party claim of infringement or violation of such thirty party's intellectual property rights, Licensor may, at its option: (i) procure for Customer the right to continue using the affected Licensed Products; (ii) replace the same with substantially equivalent, non-infringing materials; or (iii) modify the affected Licensed Products so that they become non-infringing without materially changing their functionality. If, in Licensor's opinion, none of the foregoing alternatives are feasible or commercially reasonable, Licensor may terminate Customer's license to the affected Licensed Products, require and accept return of the same, and refund to Customer the unamortized portion of the allocable Software license fees paid by Customer with respect thereto (based on a five-year estimated useful life) and the unused portion of any Customer prepaid, related Support fees.

(d) Exclusive Remedy. To the maximum extent permitted by applicable law, the provisions of this Section 11.1 state the sole, exclusive and entire liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole remedy, with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.

11.2 Indemnification Procedures. The indemnity in this Section 11 is contingent upon: (i) Customer promptly notifying the Licensor in writing of any claim which may give rise to a claim for indemnification; (ii) Licensor being allowed to control the defense and settlement of such claim; and (iii) Customer cooperating with all reasonable requests of Licensor (at Licensor's expense) in defending or settling a claim. Customer shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. Licensor may settle any such claim, provided that no settlement of any claim admitting liability of, or imposing duties or restrictions upon, Customer, other than for payment of monetary amounts for which Licensor agrees to be responsible or for termination of Customer's Use of the Software in accordance with Section 11.1, may be effected without the prior written consent of the Customer, which shall not be unreasonably withheld or delayed. The indemnities in this Section 11 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

Section 12. Limitations of Liability

12.1 Internet Exclusion. THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS OR NETWORKS. LICENSOR SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.

12.2 Customer Responsibility; Professional Advice. CUSTOMER ASSUMES ALL RESPONSBILITIES AND RISKS, FOR ITSELF AND ALL USERS, REGARDING: (I) ALL DATA AND INFORMATION COLLECTED, USED OR INCLUDED IN OR PROCESSED, ACCESSED OR STORED WITH THE LICENSED PRODUCTS; (II) THE PREPARATION, ACCURACY, REVIEW AND USE OF RESULTS OBTAINED THROUGH USE OF THE SOFTWARE OR ANY CONTENT, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE LICENSED PRODUCT. LICENSOR AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE OR SERVICES AND ARE NOT RESPONSIBLE FOR HOW THE LICENSED PRODUCT IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE LICENSED PRODUCT AND ANY DECISIONS THE CUSTOMER MAY TAKE BASED ON CUSTOMER'S USAGE OF THE LICENSED PRODUCT.

12.3 Damages Exclusion. EXCEPT AS OTHERWISE PROVIDED IN SCHEDULE A, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICENSOR OR CUSTOMER, NOR THEIR RESPECTIVE AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE).

12.4 Limitations of Liability. Except for any indemnification liability arising under Section 11.1 of this Agreement, and except as otherwise provided in Schedule A, the entire and collective liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, arising out of or related to this Agreement, the Licensed Products, Content, Support or Services, or any other cause whatsoever, including without limitation on account of performance or nonperformance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the total fees paid to Licensor in the twelve-month period preceding the date such claim or cause of action first arose. The limitation of liability under this Section will be applied to the maximum extent permitted by applicable law.

12.5 Limitations Period. Any claim or cause of action arising under or otherwise relating to this Agreement, any Order Form, or the Licensed Products, Support, Services or other subject matter hereof or thereof, whether based on contract, tort (including negligence) or otherwise, must be commenced within one year from the date such claim or cause of action first arose.

Section 13. Term and Termination

13.1 Term. This Agreement will become effective upon Licensor's execution of the Order Form or, if earlier, the Effective Date, and will remain in force until terminated in accordance with the terms hereof.

13.2 Termination. (a) Either party may terminate this Agreement in its entirety, or in part with respect to an Order Form for Services, at any time upon thirty (30) days prior written notice, if the other party materially fails to comply with any of the terms and conditions of this Agreement and such failure is not cured by the end of such thirty (30)-day period. Licensor may terminate this Agreement immediately if Customer materially fails to comply with Sections 2, 3, 4, 5 or 6 of this Agreement.

(b) Unless otherwise specified by the parties in writing, either party may terminate this Agreement in part with respect to the delivery by Licensor of any of the Services upon thirty (30) days' advance written notice. Upon any such partial termination, Licensor shall advise Customer of the extent to which performance of a terminated Service has been completed through such date. Licensor shall be paid for all work performed and expenses with respect to such Service through the date of termination.

13.3 Effects of Termination. Upon termination of this Agreement for cause by Licensor, including due to violation by Customer or Affiliates (or their respective Users) of Sections 2, 3, 4, 5, 6 or 10.1 or for failure to pay any license fee or

contractually required Support Fee due hereunder or any applicable Order Form ("Licensor For-Cause Termination"), Customer shall immediately cease using the Licensed Products, return all of the Licensed Products (including all copies thereof, in whatever form) to Licensor, and return to Licensor all of its Confidential Information in tangible form, destroy or erase any computer entries, database entries and any other recordation of Licensor Confidential Information.

13.4 Survival. In the circumstance of a Licensor For-Cause Termination, all license rights granted under Sections 2 and 3 shall be terminated, provided Sections 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination of the Agreement. In the circumstance of a Customer ceasing to maintain Support or expiration of the Agreement, Sections 2, 3, 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination or expiration of the Agreement.

Section 14. Governing Law and Dispute Resolution

14.1 Governing Law. The Parties consent to the application of the Governing Law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Unless a different legal jurisdiction is denoted in an Order Form, the "Governing Law" shall be determined by the Customer's principal place of business, as follows: (i) in the North, South or Central America, except Canada: "the laws of the State of New York, U.S.A."; (ii) in Canada: "the laws in the Province of Ontario, Canada"; (iii) in Europe, the Middle East and Africa: "the laws of England & Wales," in which event the provisions of Schedule A shall apply to this Agreement; and (iv) in Asia Pacific: "the laws of New South Wales, Australia", in which event the provisions of Schedule B shall apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.2 Injunctive Relief. Notwithstanding an agreement of the parties to submit disputes under this Agreement for resolution by arbitration, each party agrees that any actual or threatened breach by the other of its obligations under this Agreement relating to proprietary rights, confidentiality and non-disclosure of Confidential Information may cause irreparable damage for which legal remedies are inadequate, and each party agrees that the other may seek immediate injunctive or other equitable relief restraining such actual or threatened breach in any judicial forum, without the need to first secure a judgment or award and without the need to seek arbitration and follow any procedures related thereto.

14.3 Dispute Resolution Method and Venue. Unless otherwise provided in the Order Form, and subject to Section 14.2, any dispute arising under or relating to the subject matter of this Agreement shall be submitted for resolution in the method and to the venue as follows. If Customer's principal place of business is located: (a) in the United States, disputes shall be submitted to a state or federal court in the Borough of Manhattan, New York City, New York; (b) in Canada, disputes shall be submitted to the federal or provincial courts in Toronto, Ontario; (c) in North, Central or South America, disputes shall be submitted for arbitration in Miami, Florida, U.S.A., under the rules of the American Arbitration Association; (d) in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; (e) in Asia Pacific, disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd.

14.4 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY RELATED DOCUMENTS, THEIR RESPECTIVE SUBJECT MATTER OR RELATED DEALINGS BETWEEN THE PARTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

14.5 Arbitration Procedures. The following procedures shall apply to any disputes under this Agreement or in regards to the Licensed Product to which arbitration applies as set forth in Section 14.3 above. Arbitration shall be conducted before a single arbitrator unless the amount in dispute exceeds the equivalent of US $250,000, to be jointly selected and if the parties cannot agree on such single arbitrator within a period of 30 days after an arbitration proceeding has been filed, then the single arbitrator will be selected in accordance with the applicable arbitral body for the relevant jurisdictions set forth in Section 14.3 above. If the amount in dispute exceeds the equivalent of US $250,000, it shall be decided by three arbitrators, one to be selected by each party and the two party-appointed arbitrators to agree upon the third. The arbitrator(s) must have experience with and knowledge of the licensing of software, and have been admitted to the practice of law for at least ten years. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitation, remedial and other provisions of this Agreement. Any court having jurisdiction shall be entitled to enforce the agreement of the parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

Section 15. Miscellaneous Provisions

15.1 Export Controls. Customer acknowledges that the Licensed Products are subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to

other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "Export Control Laws"). From and after Licensor's delivery of the Licensed Products to Customer, Customer shall comply with any and all applicable Export Control Laws applicable to the Licensed Products.

15.2. Government Use. In the event that Customer is an agency of the United States Government or that a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Customer acknowledges that the Software and Documentation, respectively, provided to Customer hereunder constitute commercial computer software and commercial computer software documentation developed at private expense and are subject to the terms and restrictions of this Agreement pursuant to FAR 27.405-3 and DFARS 227.7202. The contractor/manufacturer is Licensor, with an address set forth on the applicable Order Form.

15.3 Entire Agreement. This Agreement, including its Schedules and exhibits, together with all Order Forms, (i) collectively constitute the entire agreement between the parties, and (ii) supersede all prior agreements, understandings, proposals and communications, oral or written, relating to the subject matter of this Agreement. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by Licensor.

15.4 Precedence. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable schedules or exhibits to this Agreement; then, any Order Form; then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control, except to the extent such Order Form makes clear that this Agreement is being amended by such Order Form.

15.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be, to the maximum extent permitted by applicable law, construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. The remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

15.6 Amendment; Waiver. This Agreement may be modified or amended by a writing expressly identified as an amendment and signed by both parties. Unless otherwise provided in an amendment, Licensor reserves the right to modify, in its discretion, the terms in the body of this Agreement in connection with (i) the general release of future versions, updates, or upgrades of the Software; and/or (ii) the issuance of invoices for Services. Customer will be provided an opportunity to review and accept or reject any modified Agreement, but continued use of the Software will be subject to Customer's acceptance of such modified Agreement.

15.7 No Third Party Beneficiary. No third party is intended to be or shall be a third party beneficiary of any provision under this Agreement. Licensor and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.

15.8 Assignment. Customer may not assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of Licensor, except that, after reasonable prior notice thereof to Licensor, Customer may assign or transfer its rights and obligations under this Agreement to an Affiliate of Customer or to a successor to its business to which this Agreement relates.

15.9 Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation, fire, flood, earthquake or other natural catastrophes, acts of war, terrorism or civil disobedience, governmental acts, laws or regulations, embargoes, labor strikes or difficulties, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers, transportation stoppages or slowdowns or the inability to procure parts or materials. Each party will use reasonable efforts to give written notice to the other promptly after becoming aware of any condition or event causing any such excusable performance failure or delay.

15.10 Insurance. During any period in which it is performing Services for Customer, Licensor will maintain (a) workers' compensation with such coverage amounts at least equal to that legally required in jurisdictions in which such Services are being performed, and (b) general liability insurance in commercially reasonable amounts covering liability for bodily injury, death and property damage. Upon written request, Licensor shall promptly provide written confirmation of such insurance coverage.

15.11 Independent Contractor. Each party's relationship to the other is that of an independent contractor. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create a partnership, joint venture or employment or agency relationship between the parties or between Customer and any Licensor employee, agent or contractor. Neither party has any authority to bind, incur liability for or otherwise act on behalf of the other party, and neither party will represent or imply that it has any such authority.

15.12 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been received upon personal delivery, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile), by commercial overnight courier service, or five (5) business days after mailing by certified or registered mail to the address for such party provided in the Order Form.

15.13 Electronic Documents. Any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability solely for that reason and shall meet any requirement to provide an original or print copy.

Schedule A -This Schedule applies in the event the laws of England & Wales are the Governing Law of this Agreement.

1. Section 10.5(a) (Disclaimers) is replaced in its entirety with the following: "The warranties, terms and conditions stated in this Agreement are in lieu of all other conditions, warranties or other terms concerning the supply or purported supply of, failure to supply or delay in supplying the Licensed Products or any Support or Services which, but for this Section 10.5, might have effect between Licensor and Customer or would otherwise be implied into or incorporated into this Agreement or any collateral contract, whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care). Licensor does not warrant that the Licensed Products will be suitable for Customer's requirements nor that any use will be uninterrupted or error free."

2. Section 12.3 is replaced in its entirety with the following:

"Section 12.3. (i) Nothing in this Agreement shall exclude or limit Licensor's liability for (1) fraud (2) death or personal injury caused by its negligence (including negligence as defined in section 1 of the Unfair Contract Terms Act 1977), (3) any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982 or (4) any other liability which cannot be excluded or limited by applicable law.

(ii) Save as provided in Section 12.3(a)(i), Licensor shall have no liability for:

(1) loss of income or revenue;

(2) loss of use of money;

(3) loss of actual or anticipated profits;

(4) loss of anticipated savings;

(5) loss of opportunity;

(6) loss of goodwill or reputation;

(7) loss of, damage to or corruption of data; or

(8) any indirect or consequential loss or damage of any kind, In each case howsoever arising, whether such damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise."

3. Section 12.4 is replaced in its entirety with the following: "Save as provided in Section 12.3(a)(i), the maximum aggregate liability of Licensor under or in connection with this Agreement or any collateral contract, whether arising in contract, tort (including negligence) or otherwise, shall in no circumstances exceed a sum equal to 100% of the license fee and the fees for any services payable by the Customer under this Agreement. This Section

12.4 shall not apply to the indemnities in Section 11."

The first sentence of Section 15.7 (No Third Party Beneficiary) is replaced in its entirety with the following: "The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement."

To Section 15.3 (Entire Agreement), the following sentences are added: "Each party agrees and undertakes to the other party that the only rights and remedies available to it arising under or in connection with this Agreement or its subject matter shall be for breach of contract as provided in these terms and conditions. Nothing in this clause shall limit or exclude any liability for fraud or the tort of deceit."

Schedule B – This Schedule applies in the event the laws of New South Wales, Australia, are the Governing Law of this Agreement.

To Section 2.1 (License) the following sentence is added: "All powers (if any) conferred on Customer by section 26 of the Trade Marks Act 1995 (Cth) are expressly excluded."

The second sentence of Section 2.4 is revised to read in its entirety: "Except as expressly permitted by this Agreement, and except as to the extent that applicable laws (including the Copyright Act 1968 (Cth)) prevent the Licensor from restraining the Customer from doing so, Customer shall not (and shall not allow any third party to) otherwise copy, or modify, decompile, disassemble or otherwise reverse-engineer the Software."

To Section12, the following provision is added as Section 12.6: "CERTAIN LEGISLATION, INCLUDING THE *TRADE PRACTICES ACT 1974* (CTH), MAY IMPLY WARRANTIES OR CONDITIONS OR IMPOSE OBLIGATIONS UPON LICENSOR WHICH CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED OR CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED EXCEPT TO A LIMITED EXTENT. THIS AGREEMENT MUST BE READ SUBJECT TO THESE STATUTORY PROVISIONS. IF THESE STATUTORY PROVISIONS APPLY, TO THE EXTENT TO WHICH LICENSOR IS ENTITLED TO DO SO, LICENSOR LIMITS ITS LIABILITY IN RESPECT OF ANY CLAIM UNDER THOSE PROVISIONS TO: (i) IN THE CASE OF GOODS, AT LICENSOR'S OPTION: (a) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (b) THE REPAIR OF THE GOODS; (C) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; (d) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (ii) IN THE CASE OF SERVICES, AT LICENSOR'S OPTION: (a) THE SUPPLYING OF THE SERVICES AGAIN; OR (b) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN."

Sections 10.2, 10.3, 10.5, 12. 1, 12.2, 12.3, 12.4 and 12.5 shall be subject to the foregoing (Section 12.6).

Hosting Addendum – This Hosting Addendum applies in the event Customer is obtaining Hosting Services.

THIS HOSTING ADDENDUM TO THE GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THIS "ADDENDUM") SETS FORTH ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO LICENSOR'S PROVISION OF THE HOSTING SERVICES (AS DEFINED BELOW) FOR THE SOFTWARE LICENSED BY CUSTOMER UNDER THE GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THE "GLSSA"). THIS ADDENDUM IS HEREBY INCORPORATED BY REFERENCE INTO THE GLSSA, WHICH SHALL GOVERN LICENSOR'S PROVISION OF THE HOSTING SERVICES (INCLUDING BUT NOT LIMITED TO ALL LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY) EXCEPT AS EXPLICITLY SET FORTH HEREIN. IN THE CASE OF ANY CONFLICT BETWEEN THIS ADDENDUM AND THE GLSSA, THE TERMS OF THIS ADDENDUM SHALL TAKE PRECEDENCE WITH REGARDS TO THE HOSTING SERVICES. ANY CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANING SET FORTH IN THE GLSSA.

Section 1. Hosting Services

1.1 General. During the Hosting Term (as defined below), Licensor shall use commercially reasonable efforts to host the Hosted Software and provide access to the same via the Internet (the "Hosting Services"). The Hosting Services shall be considered "Services" as such term is defined in the GLSSA. "Hosted Software" means the Software that is hosted by Licensor and made available to Customer via the Internet. If Customer selects "Full Hosting" on an Order Form, the Hosted Software shall include all components of the Software. If Customer selects "Lite Hosting," then the Hosted Software shall consist only of the server portion of the Software, and Customer shall host the client portion of the Software.

1.2 Updates. During the Hosting Term, Licensor shall be responsible for installing Updates to the Hosted Software in a timely manner. Therefore, the requirements for Customer to install or have installed Updates set forth in Sections 8.3, 8.4, 10.4, and 11.1(b) shall not apply to the Hosted Software during the Hosting Term. If Customer has selected "Lite Hosting," then Customer shall continue to be responsible for installing Updates to any client portion of the Software.

1.3 Requirements. Licensor shall make the Hosted Software accessible to Customer's computers with Internet access. Unless set forth otherwise in a written agreement between Licensor and Customer, Customer shall provide, at Customer's own expense, all necessary hardware, software applications and Internet connectivity, as referenced in any Documentation or an Order Form, necessary to access and use the Hosted Software. This includes, but is not limited to, Microsoft Office or other similar types of software. Furthermore, Customer shall maintain Support at all times during the Hosting Term.

1.4 Maintenance. Licensor reserves the right to perform scheduled and unscheduled maintenance on the Hosted Software from time to time. Licensor will use commercially reasonable efforts to give notice of scheduled downtimes to Customer prior to such downtimes.

1.5 Third Parties. Licensor may host the Hosted Software on its own servers or may use a third party to host the Hosted Software.

Section 2. Data

Customer shall be solely responsible for each User that accesses the Hosted Software, and for all data created by use of or access to the Hosted Software or stored in the Hosted Software (the "Data"). Customer grants, and will grant as such comes into existence, to Licensor a non-exclusive, non-transferable, royalty-free, worldwide license to access, copy, modify, create derivative works from, and otherwise use the Data for the purposes of administering the Hosted Software, Customer's access to the Hosted Software, and as otherwise required for performing Licensor's obligations under this Addendum. Customer shall defend, indemnify and hold Licensor and its Affiliates harmless from any claim, action, suit, damage, judgment or cost, including attorney's fees, based upon or arising out of the custody, possession, storage, transmission or management of Data, including without limitation claims predicated on any law or regulation concerning protection of personal data or rights in data collections. Neither Licensor nor its Affiliates will be responsible for any loss of or damage to the Data.

Section 3. Order, Commencement, and Payment

3.1 Order and Commencement. Customer may order Hosting Services either on Customer's signed Order Form for the Software, or by submitting a separate signed Order Form at a later date requesting Hosting Services. Such Order Form shall not be effective until accepted by Licensor.

3.2 Invoicing and Payment. Invoicing and payment terms for the Hosting Services shall be as set forth generally in the GLSSA and in the Order Form.

Section 4. Term and Termination

4.1 Hosting Term. The Hosting Term will commence on the date set forth on an Order Form for Hosting Services accepted by Licensor, and continue for an initial period of one (1) year. Thereafter, this Addendum shall automatically renew for consecutive one-year terms unless either party provides the other party with written notice of its desire not to renew this Addendum at least ninety (90) days before the end of the then-current Hosting Term.

4.2 Termination. Licensor may terminate this Addendum (i) for Customer's breach of this Addendum or the GLSSA, provided that Licensor shall first provide Customer with written notice and thirty (30) days to cure such breach, or (ii) for convenience upon one hundred eighty (180) days written notice. In addition, this Addendum shall terminate immediately upon the termination of Support or termination of the GLSSA.

4.3 Effect of Termination. Upon any termination of this Addendum, Licensor may immediately discontinue the Hosting Services and Customer shall immediately cease accessing the Hosted Software. Provided that Customer has paid all fees due under this Addendum and the GLSSA, Licensor shall return the Data to Customer and, unless Customer is in material breach of the GLSSA or the GLSSA has been terminated, provide a copy of the then most recent version of the Software to Customer. Sections 2 and 5 of this Addendum shall survive termination of this Addendum.

4.4 Suspension or Termination of Service. Notwithstanding any other provision of this Addendum, Licensor may immediately and indefinitely suspend Customer's access to and use of the Hosted Software or terminate this Addendum in the event Customer is determined by Licensor, in Licensor's sole judgment, to have or attempted to have damaged, harmed or misused Licensor or the web site or systems of Licensor or its Affiliates, or as otherwise necessary to protect Licensor's or its Affiliate's or contractor's systems or software. Licensor will not be responsible for any damages incurred by Customer as a result of termination or suspension of access or use of the Hosted Software.

5. Disclaimer of Warranty

EXCEPT AS SET FORTH IN SECTION 1.1, THE HOSTING SERVICES PROVIDED UNDER THIS ADDENDUM ARE PROVIDED "AS IS" WITH NO GUARANTEE OF COMPLETENESS, ACCURACY, TIMELINESS OR AVAILABILITY. LICENSOR SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE HOSTING SERVICES WILL BE ERROR-FREE, AND FURTHER DOES NOT WARRANT THAT THE HOSTING SERVICES WILL ALWAYS BE ACCESSIBLE, UNINTERRUPTED, OR AVAILABLE FROM THE INTERNET.

Commissioners Court - Regular Session **31.**

Meeting Date: 10/20/2015

Advertise Fog Seal for Round Rock Bldg A-B Parking Lots

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 rejecting bids received for IFB#1507-004, Round Rock Building A and B Parking Lot Fog Seal, and authorizing Purchasing Agent to re-advertise and receive bids for same under new IFB#1509-016.

Background

This is a rebid of 1507-004, to solicit qualified companies to provide materials, experienced fog seal (Polymer-Modified Emulsified Asphalt Surface Treatment) and striping crews and equipment to resurface the Williamson County Round Rock Building A & B parking lot detailed in the plans. The specifications have been revised in order to clarify Quality Control and Quality Assurance requirements.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/14/2015 10:06 AM
County Judge Exec Asst.	Wendy Coco	10/14/2015 11:53 AM
Form Started By: Connie Singleton		Started On: 10/13/2015 04:38 PM
Final Approval Date: 10/14/2015		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Fog Seal Round Rock Building A and B Parking Lot for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Nov 17, 2015 3:15:00 PM CST
BIDS WILL BE PUBLICLY OPENED:
Nov 17, 2015 3:15:00 PM CST

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

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 this entire IFB.

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ 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: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ 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."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **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.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated 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 Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1509-016
Fog Seal Round Rock Building A and B Parking Lot for Williamson County

Bid Number	**1509-016**
Bid Title	**Fog Seal Round Rock Building A and B Parking Lot for Williamson County**
Expected Expenditure	**$73,554.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Nov 17, 2015 3:15:00 PM CST**
Question & Answer End Date	**Nov 10, 2015 5:00:00 PM CST**
Bid Contact	**Connie Singleton** **512-943-1553** **csingleton@wilco.org**
Contract Duration	**20 days**
Contract Renewal	**Not Applicable**
Prices Good for	**365 days**
Pre-Bid Conference	**Nov 4, 2015 3:30:00 PM CST** **Attendance is mandatory** **Location: Williamson County - Road and Bridge** **3151 S.E. Inner Loop Sujite B** **Georgetown, TX 78626**

Bid Comments

Williamson County is seeking qualified companies to provide materials, experienced fog seal (Polymer-Modified Emulsified Asphalt Surface Treatment) and striping crews and equipment to resurface the Williamson County Round Rock Building A & B parking lot detailed in the plans.

BID REQUIREMENTS

FOG SEAL Round Rock Bldg. A&B WILLIAMSON COUNTY ROAD AND BRIDGE

BID CHECK LIST

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.

Conflict of Interest Form
References
Bid Affidavit
Bid Bond
Pricing – enter on each line item for Bidsync Bid, OR on attached PDF Bid Form for paper bid.

If delivering a paper bid instead of electronic; the above listed documents must be completed and added with the price sheet and delivered to:
Williamson County Purchasing, 901 South Austin Ave, Georgetown, TX 78626.

BID BOND IS REQUIRED
Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in Bidsync and are using Surety 2000, you may import your bid bond directly from the Surety 2000 web site.
To use a different bond provider (other than Surety) you MUST:
Scan the completed bond document
Download the completed bond to the line item of this bid with your other required documents.
On all bids requiring a bid bond – you MUST supply the bond according to the instructions below or your bid will be disqualified.
All Bids shall be accompanied by either:

a. certified cashier's check: payable without recourse to Williamson County and drawn upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price;

OR

b. A bid bond not less than five percent (5%) of the total maximum bid price, from a surety company authorized to do business in the state of Texas.

For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price;

Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.

Bids requiring a bid bond and submitted without a cashier's check or a bid bond will not be considered.

TIME OF PERFORMANCE

A time frame of 20 days is given for final completion of Plans included in this bid. This may begin at time specified by the county within the 365 days of the pricing quoted on this bid, starting on day of award. The Contractor will be given written notice to begin work on this project. Work on this project shall begin within ten (10) calendar days after such notification.

LIQUIDATED DAMAGES for failure to substantially complete the work within the allotted time will be applied. The road-user cost Liquidated damages are $200 per calendar day.

WARRANTY BOND

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of 20% of the total project construction cost. This Warranty Bond shall be security for the true and faithful performance of all warranties for 1 year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

CONTRACT ADMINISTRATION

J. Terron Evertson, P.E. (or successor), Director of Road and Bridge, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.

INSURANCE REQUIREMENTS

The Successful Bidder agrees to maintain insurance in accordance with this IFB.
Successful Bidder will be required to submit Certificates of Insurance prior to being awarded the Contract. A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the following address:

Williamson County
901 South Austin Avenue
Georgetown, Texas 78626

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

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

The following coverage limits shall be required at a minimum:

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

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

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

Aggregate policy limits: $1,000,000

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

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000

Aggregate policy limits: No aggregate limit

E. Umbrella Coverage: $1,000,000

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

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

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

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

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

WORKERS' COMPENSATION COVERAGE REQUIREMENTS

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all

of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
(2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
(3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.
(4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
(6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
(7) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
(8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.
D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.
E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:
(1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten

(10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
(4) obtain from each other person with whom it contracts, and provide to the contractor:
(a) a certificate of coverage, prior to the other person beginning work on the project; and
(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
(6) notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) · (7), with the certificates of coverage to be provided to the person for whom they are providing services.
J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County

Item Response Form

Item	**1509-016--01-01 · Please attach all required bid documents to this line item! Fog Seal Round Rock**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas**
	No Location Specified
	Qty 1

Description
Please attach all required bid documents to this line item!
Conflict of Interest Form
References
Bid Affidavit
Bid Bond
Pricing – enter on following line items for Bidsync Bid
For Paper Bid - use attached PDF Bid Form and complete and download here

Item **1509-016--01-02 - Item 500 NO 2001 Mobilization**
Quantity **1 lump sum**
Unit Price
Delivery Location **Williamson County, Texas**
Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 1

Description
Item 500 NO 2001 Mobilization

Item **1509-016--01-03 - Item 666 NO 2011 REFL PAV MRK TY I (W) 4" (SLD) (090MIL)**
Quantity **6280 linear foot**
Unit Price
Delivery Location **Williamson County, Texas**
Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 6280

Description
Item 666 No 2011 REFL PAV MRK TY I (W) 4" (SLD) (090MIL)

Item **1509-016--01-04 - Item 666 NO 2145 REFL PAV MRK TY II (W) 4" (SLD)**
Quantity **6280 linear foot**
Unit Price
Delivery Location **Williamson County, Texas**
Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 6280

Description
Item 666 No 2145 REFL PAV MRK TY II (W) 4" (SLD)

Item **1509-016--01-05 - Item 666 NO 2390 RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)**
Quantity **5 each**
Unit Price
Delivery Location **Williamson County, Texas**
Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 5

Description
Item 666 NO 2390 RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)

Item **1509-016--01-06 - Item 666 NO XXX REFL PAV MRK TY I (R) (SLD) 6" (090MIL)**
Quantity **2030 linear foot**

Unit Price

Delivery Location **Williamson County, Texas**

Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 2030

Description
Item 666 No XXX REFL PAV MRK TY I (R) (SLD) 6" (090MIL)

Item **1509-016--01-07 - Item 666 NO XXX REFL PAV MRK TY II (R) (SLD) 6"**

Quantity **2030 linear foot**

Unit Price

Delivery Location **Williamson County, Texas**

Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 2030

Description
Item 666 NO XXX REFL PAV MRK TY II (R) (SLD) 6"

Item **1509-016--01-08 - Item XXXX NO XXXX POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT**

Quantity **4383 gallon**

Unit Price

Delivery Location **Williamson County, Texas**

Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 4383

Description
Item XXXX NO XXXX POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

Definition of Terms

Asphalt Season: April 1 through September 30.

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

Contractor: Successful bidder of the IFB.

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

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

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

TxDOT: Texas Department of Transportation

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

Gary Wilson
512-943-1636

General Notes

Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted June 1, 2004, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for fifteen (15) working days.

Contractor shall not begin work prior to the beginning of asphalt season (April 1), except with the approval of the Engineer.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by Engineer.

Weekend and holiday work is allowed with prior approval by Engineer.

All accepted sealing will be measured by the gallon of polymer-modified emulsified asphalt surface treatment. A total application rate of all coats shall achieve an average coverage rate of 0.60 gallons per square yard to be done in two mechanically applied via spreader box coats and one spray coat.

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

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per gallon of polymer-modified emulsified asphalt surface treatment, per linear-foot of striping and per each of accessible parking symbol. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be considered a part of the work and will not be measured or paid in addition to the above stated unit price.

If there is a manufacturer/authorized dealer certification requirement for applying a proposed product, the Contractor must be approved by the manufacturer/authorized dealer as a certified applicator.

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

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

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

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

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

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

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

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

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

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

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

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

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

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

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

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

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

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

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

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

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

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

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

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

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

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.
ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION JUNE 1, 2004. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 – 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING

ITEM 666 REFLECTORIZED PAVEMENT MARKINGS

SPECIAL SPECIFICATIONS: THE CONTENTS OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL SPECIFICATION ITEM XXXX POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT

SPECIAL SPECIFICATION ITEM XXXX
POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT

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

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

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

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

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

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

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

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

E. Technical Data. ASTM Test Methods:

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

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

F. Other Test Specifications.

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

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

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

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

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

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

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

A. Distributors. Distributors or spray units used for the spray application of the surface treatment shall be capable of uniformly applying 0.10 to 0.30 gallons per square yard of material over the required width of application. Distributors shall be equipped with removable manhole covers, tachometers, pressure gauges, and volume-measuring devices. The mix tank shall have a mechanically powered, full-sweep, mixer with sufficient power to move and homogeneously mix the entire contents of the tank.

B. Spreading Equipment. Spreading equipment shall be a mechanical-type squeegee drag box attached to the distributor, equipped with flexible material in contact with the surface to prevent loss of material from the spreader box. It shall be maintained to prevent loss of material on varying grades and adjusted to assure uniform spread. The spreader box shall have an adjustable width and final finishing brushes to ensure smooth texture.

C. Hand Squeegee or Brush Application. The use of hand spreading application shall be restricted to places not accessible to the mechanized equipment or to accommodate neat trim work at curbs, etc. Material that is applied by hand shall meet the same standards as that applied by machine.

XXXX.4 Construction.

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

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

B. Adverse Weather Conditions. The surface treatment shall not be applied when the surface is wet or when the humidity or impending weather conditions will not allow proper curing. The surface treatment shall be applied only when the atmospheric or pavement temperature is 60°F (10°C) and rising and is expected to remain above 60°F (10°C) for 24 hours, during and after application. During application, the air temperature should exceed the dew point by a minimum of 6 degrees to facilitate drying. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

C. Surface Preparation. Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damp areas; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to this Item.

2

D. Mixing. Blend the asphalt emulsion mixture in the equipment described in XXXX.3 using the ingredients described in Section XXXX.2.G, Table 1 . The mixing must produce a smooth homogeneous mixture of uniform consistency. Continue to agitate the seal coating mixture in

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

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

E. Application.

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

A total application rate of all coats shall achieve an average coverage rate of 0.60 gallons per square yard to be done in two squeegee coats and one spray coat to mask marks and improve aesthetics.

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

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

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

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

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

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

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

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

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	SUMMARY OF ESTIMATE QUANTITY
3	PARKING LOT FOG SEAL
4	PARKING LOT STRIPING
5	FIRE LANE STRIPING DETAIL
6	PM(AP)-98 ACCESSIBLE PARKING
7	PM(1)-12 STD PAVEMENT MARKINGS
8	TCP(1-2)-12 TRAFFIC CONTROL PLAN
9	BC(10)-13 BARRICADE & CHANNELIZING DEVICES

WILLIAMSON COUNTY
DEPARTMENT OF INFRASTRUCTURE

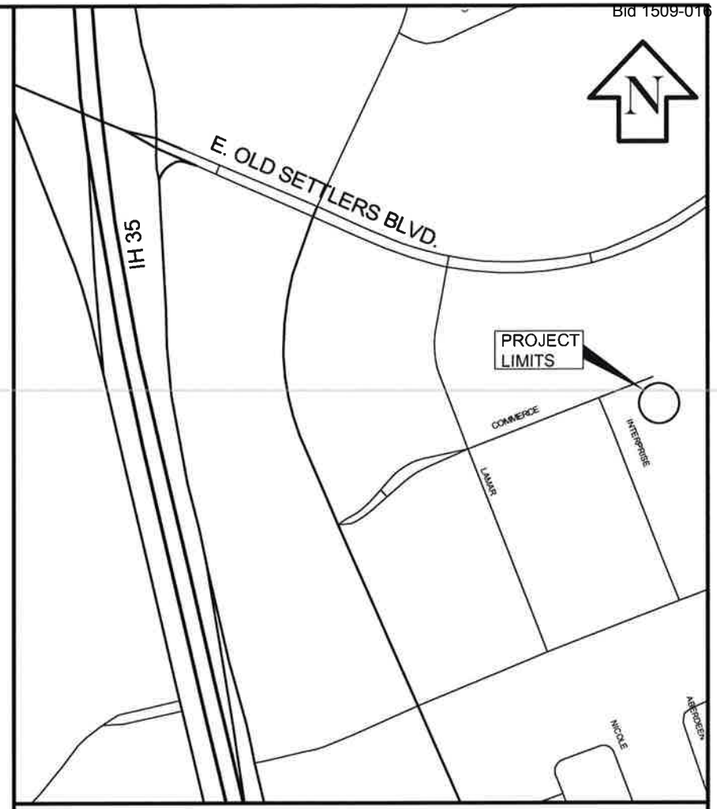
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

PLANS FOR PROPOSED
ROUND ROCK BUILDING A & B PARKING LOT
IMPROVEMENTS

Project No. 15IFB00XXX
JUNE 2015

WILLIAMSON COUNTY
1848

GENERAL PROJECT INFO:
REHAB OF ***ROUND ROCK BUILDING A & B PARKING LOT*** PROJECT CONSISTS OF FOG SEAL AND STRIPING.
LIMITS: EXTENTS OF THE PARKING LOT FOG SEAL AS SHOWN IN PLANS



VICINITY MAP SCALE: 1" = 600'

#	SHEETS AFFECTED	BY	DATE
----	----	----	----
----	----	----	----
----	----	----	----
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REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 SHALL GOVERN THIS PROJECT.

WILLIAMSON COUNTY

DESIGNED BY:

KON Q. KWAN, P.E. PROJECT ENGINEER DATE

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE STANDARD / DETAIL SHEETS, #6 THRU #9, HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 06/26/2015

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. TERRON EVERTSON, P.E. DIRECTOR OF ROAD & BRIDGE DATE 6/26/15

SHEET TAB: TITLE SHEET
PLOTTED BY: kkwan
PLOT TIME: Jun 19, 2015 - 10:42am
DRAWING: P:_ROADWAYS_BEGINNING_FY 2015_FACILITIES - R&B\Round Rock Bldg A & B\Round Rock Bldg A & B_Cover.dwg

SUMMARY OF ESTIMATE QUANTITY

ITEM	NO	DESCRIPTION	UNITS	QUANTITY
500	2001	MOBILIZATION	LS	1
666	2011	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	6280
666	2145	REFL PAV MRK TY II (W) 4" (SLD)	LF	6280
666	2390	RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)	EA	5
666	XXXX	REFL PAV MRK TY I (R) (SLD) 6" (090MIL)	LF	2030
666	XXXX	REFL PAV MRK TY II (R) (SLD) 6"	LF	2030
XXXX	XXXX	POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT	GAL	4383

NO | DESCRIPTION | BY | DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

Round Rock Building A & B Parking Lot

SUMMARY OF ESTIMATE QUANTITY

WILLIAMSON COUNTY 1848

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

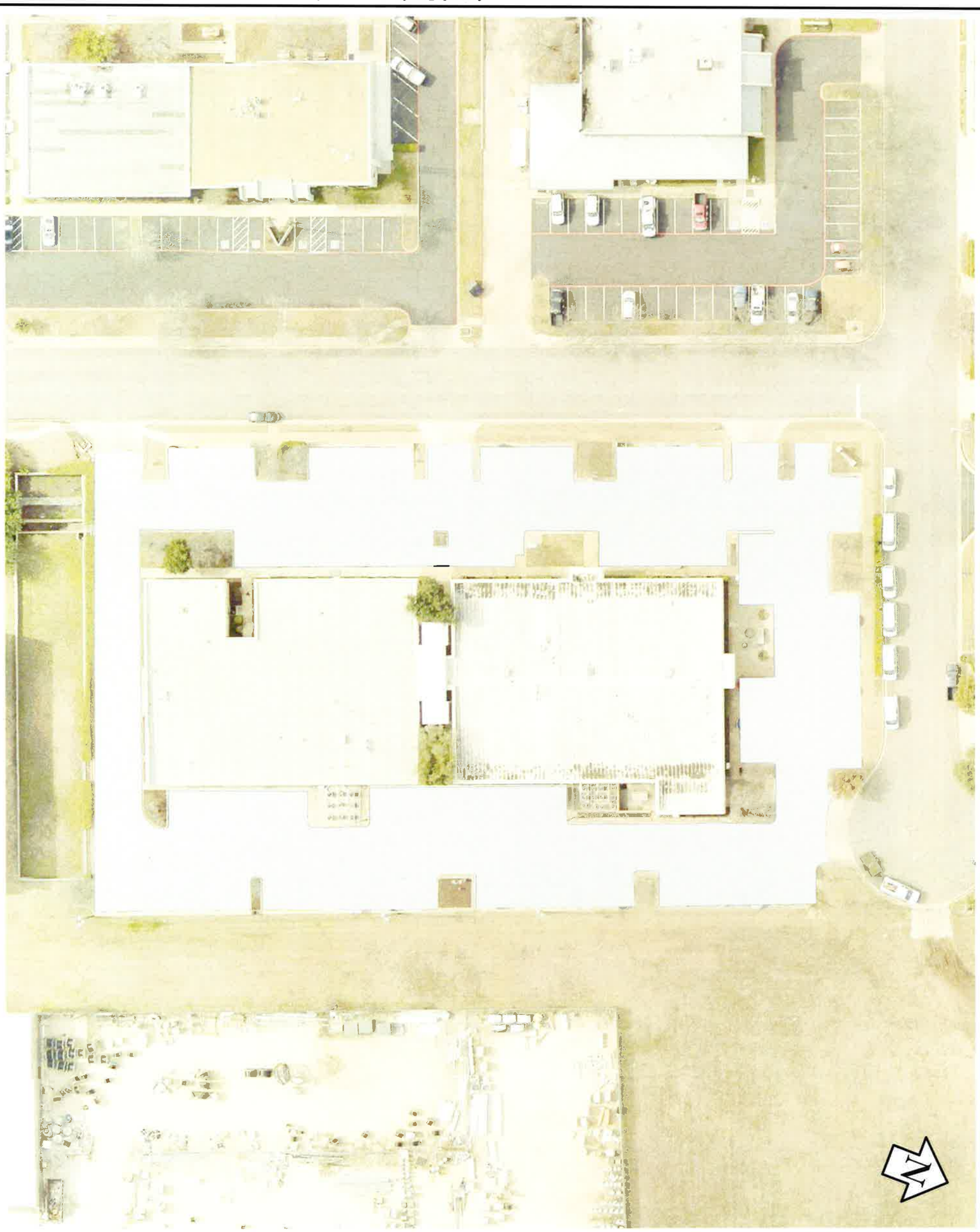
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E.
90584 ON: 09/23/15

PROJECT: BUILDING A & B
DATE: 06/19/15
DESIGNED: KQK
CAD DWG: KQK
REVIEWED: JTE

SHEET
2
OF 9

SHEET TAB: SUMMARY OF ESTIMATE QUANTITY
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PLOT TIME: Sep 23, 2015 - 4:52pm
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10/14/2015 7:52 AM



LEGEND

FOG SEAL - 5,372 SY

50 0 25 50

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 09/23/15

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

PROJECT:	BUILDING A & B
DATE:	06/19/15
DESIGNED:	KQK
CAD DWG:	KQK
REVIEWED:	JTE

SHEET 3 OF 9

WILLIAMSON COUNTY 1848

Round Rock Building A & B Parking Lot

PARKING LOT FOG SEAL

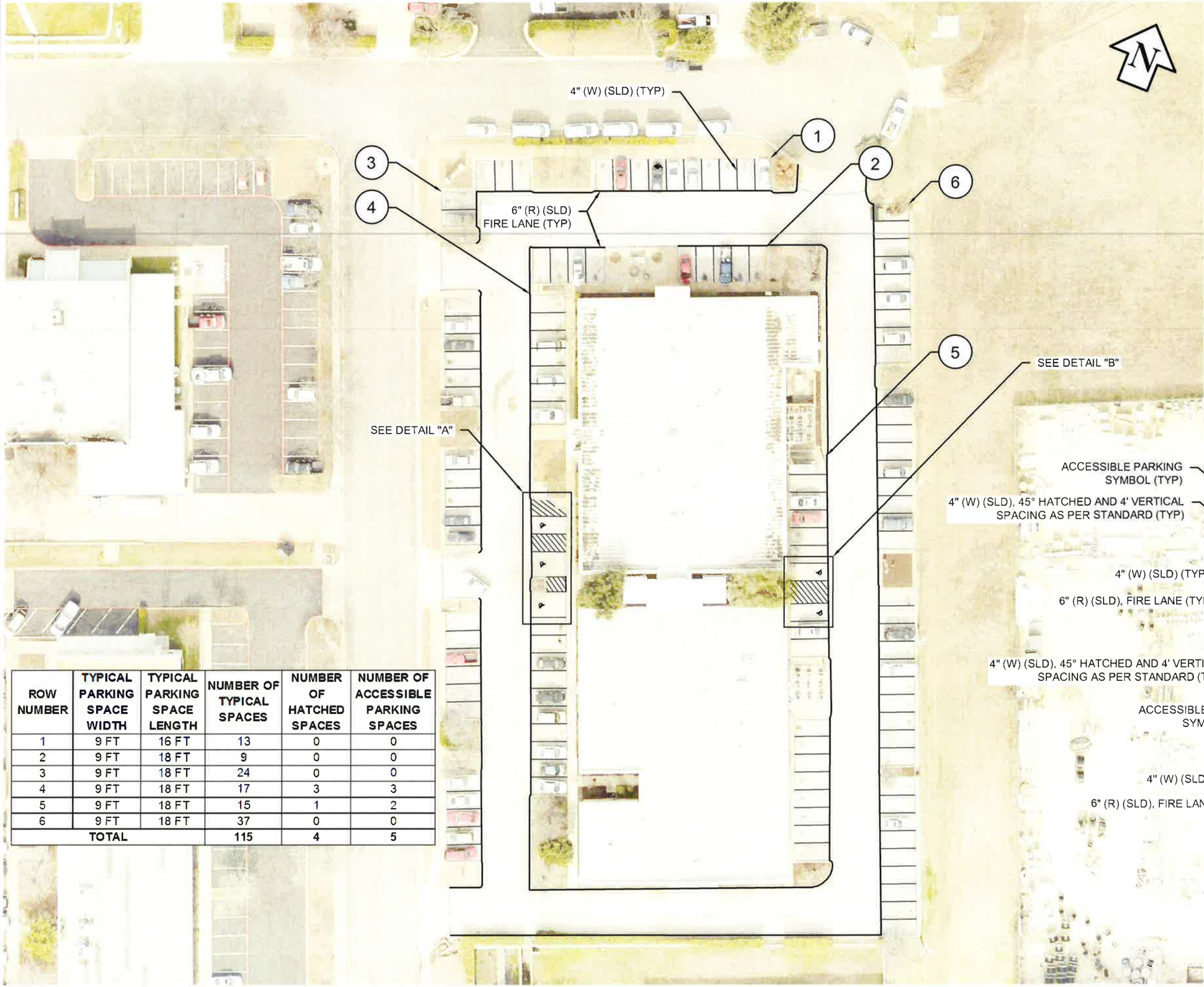
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
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NO	DESCRIPTION	BY	DATE

Bid 1069-15

Williamson County, Texas



ROW NUMBER	TYPICAL PARKING SPACE WIDTH	TYPICAL PARKING SPACE LENGTH	NUMBER OF TYPICAL SPACES	NUMBER OF HATCHED SPACES	NUMBER OF ACCESSIBLE PARKING SPACES
1	9 FT	16 FT	13	0	0
2	9 FT	18 FT	9	0	0
3	9 FT	18 FT	24	0	0
4	9 FT	18 FT	17	3	3
5	9 FT	18 FT	15	1	2
6	9 FT	18 FT	37	0	0
TOTAL			115	4	5

50 0 25 50

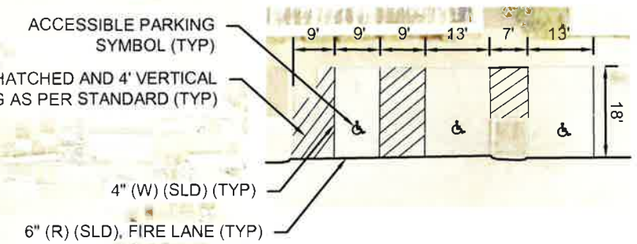
NOTES:
1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

LEGEND

- (#) ROW NUMBER
- FOG SEAL
- REFL PAV MARK (W) (4") (SLD)
- REFL PAV MARK (R) (6") (SLD) (FIRE LANE)

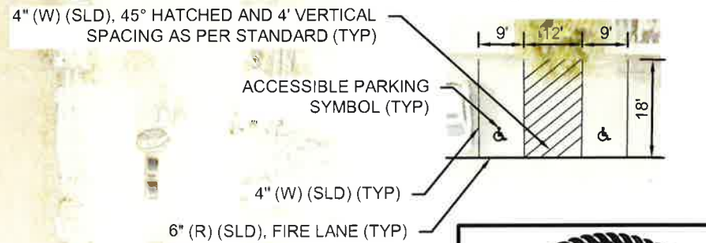
DETAIL "A"

NOT TO SCALE



DETAIL "B"

NOT TO SCALE



STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 06/26/2015

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

Round Rock Building A & B Parking Lot

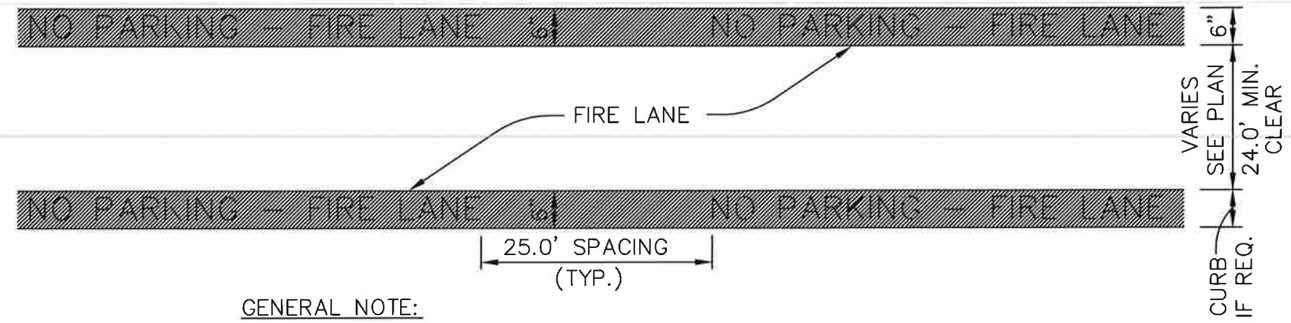
PARKING LOT STRIPING

WILLIAMSON COUNTY 1848

PROJECT: BUILDING A & B
DATE: 06/19/15
DESIGNED: KOK
CAD DWG: KOK
REVIEWED: JTE

SHEET 4 OF 9

SHEET TAB: PARKING LOT STRIPING
PLOTTED BY: kkwan
PLOT TIME: Jun 24, 2015 - 10:06am
DRAWING: P:_ROADWAYS_BEGINNING_FY 2015_FACILITIES - R&B\Round Rock Bldg A & B\Round Rock Bldg A & B_Fog Seal.dwg



GENERAL NOTE:

1. FIRE LANE STRIPING TO BE DONE IN ACCORDANCE WITH TXDOT SPECIFICATION ITEM 666.

FIRE LANE STRIPING

NOT TO SCALE

NO	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

Round Rock Building A & B Parking Lot

FIRE LANE STRIPING DETAIL

WILLIAMSON COUNTY 1848

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

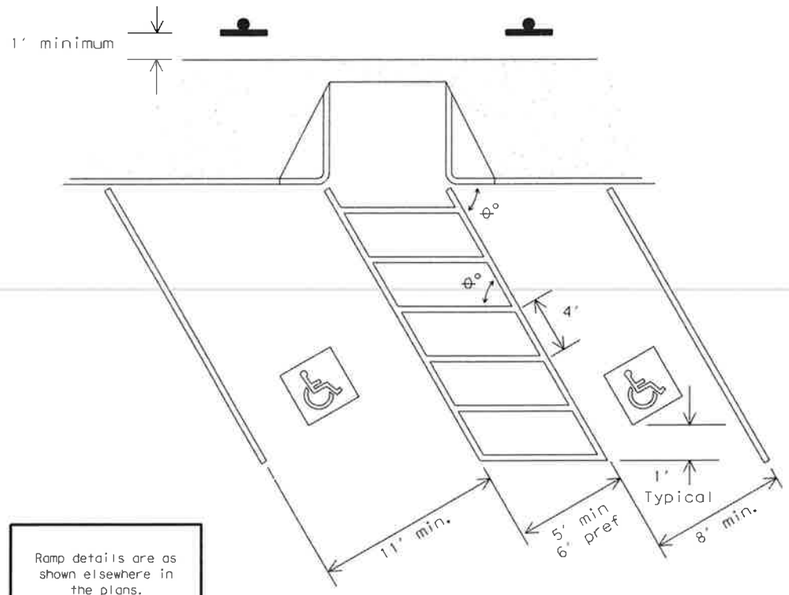
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KON Q. KWAN, P.E. 90584 ON: 06/26/2015

PROJECT:	BUILDING A & B
DATE:	06/19/15
DESIGNED:	KQK
CAD DWG:	KQK
REVIEWED:	JTE

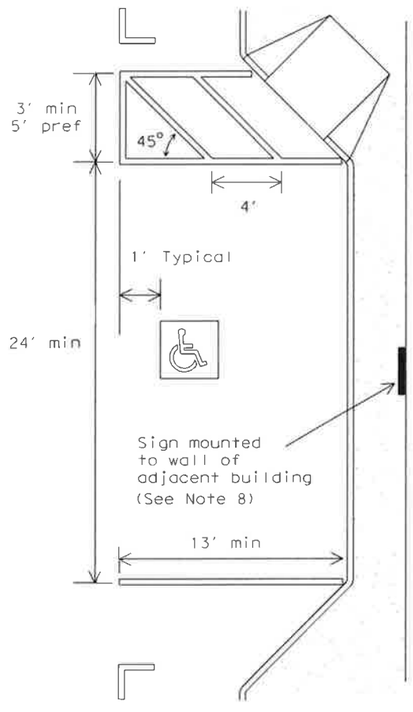
SHEET 5 OF 9

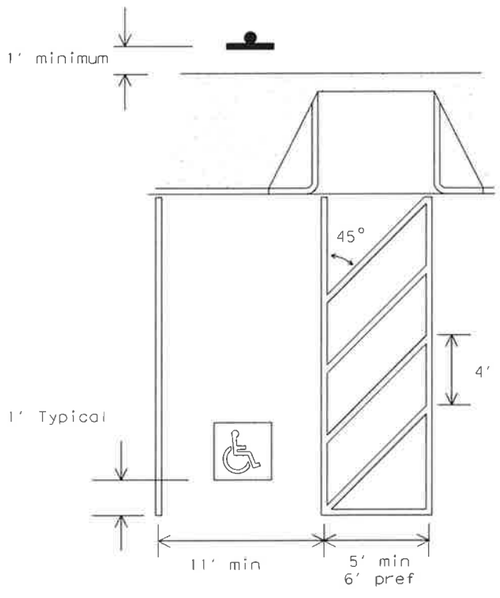
SHEET TAB: FIRE LANE STRIPING DETAIL
PLOTTED BY: kkwan
PLOT TIME: Jun 19, 2015 - 10:45am
DRAWING: P:_ROADWAYS_BEGINNING_FY 2015_FACILITIES - R&B\Round Rock Bldg A & B\Round Rock Bldg A & B_Fog Seal.dwg

TYPICAL ACCESSIBLE PARKING SPACE DIMENSIONS

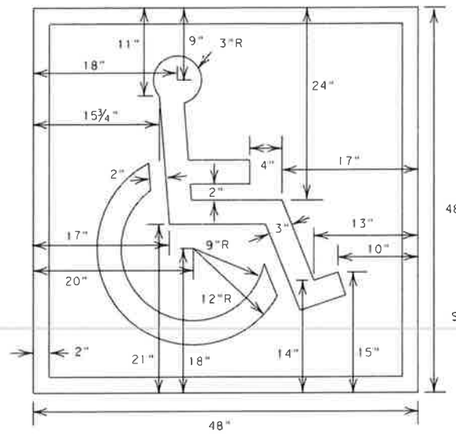


Ramp details are as shown elsewhere in the plans.



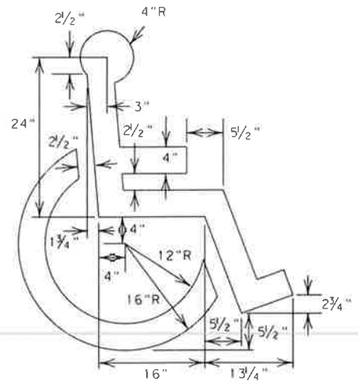


PAVEMENT MARKINGS



With Background

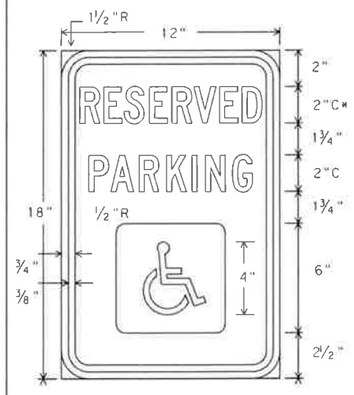
SYMBOL & BORDER: WHITE
BACKGROUND: BLUE



Symbol Only

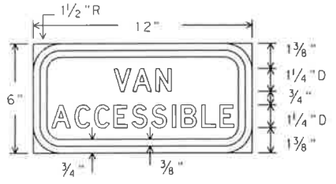
SYMBOL: BLUE OR WHITE

HANDICAPPED PARKING SIGN



R7-8a

LEGEND AND BORDER: GREEN
WHITE SYMBOL ON BLUE BACKGROUND
BACKGROUND: WHITE



R7-8 plaque

LEGEND AND BORDER: GREEN
BACKGROUND: WHITE

SPECIFICATION REFERENCE TABLE	
MATERIALS AND TESTS DIVISION SPECIFICATIONS	
ALUMINUM SIGN BLANKS	D-9-7110
REFLECTIVE SHEETING, TYPE C (HIGH SPECIFIC INTENSITY)	D-9-8300

GENERAL SIGN NOTES:

The Alphabets and lateral spacing between letters and numerals shall conform with the Texas "Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition, and any approved changes thereto. Lateral spacing of text shall provide a balanced appearance. All materials shall conform to Department Specifications.

Legend shall be applied by screening process of black and/or transparent colored ink, cut-out black vinyl non-reflective decal sheeting and/or reflective sheeting or combination thereof. Background shall be white reflective sheeting (Type C).

Sign blanks shall be one piece 0.08 inch thick sheet aluminum alloy (Type A), unless otherwise noted elsewhere in the plans.

GENERAL NOTES:

1. All parking space limit lines shall be 4" solid white lines.
2. Aisle markings shown are examples only. Other methods to indicate a NO PARKING area are acceptable. Aisle markings shall be white.
3. Dimensions of limit lines, aisle markings, and symbol (with or without background) may vary + 10%.
4. Pavement marking symbols (with background):
   a) are REQUIRED unless stated elsewhere in the plans,
   b) should be placed toward the far end of the parking spaces so as to be visible to motorists in the travel lane,
   c) may be painted or prefabricated material, and
   d) shall be 30" x 30" minimum.
5. With approval of the Engineer, prefabricated pavement marking symbols with background of other dimensions exceeding the 30" x 30" minimum may be used. Alternative designs shall include a proportion sized symbol of accessibility, and shall conform to the illustrated colors for background, symbol and border.
6. An R7-8 sign:
   a) shall be REQUIRED for each accessible parking space,
   b) shall NOT be placed between two accessible parking spaces,
   c) shall NOT be placed in a location that restricts movement of wheelchairs within the adjacent sidewalk, and
   d) shall have a minimum mounting height of 7 feet. If mounted to wall or located so as not to be near pedestrian traffic minimum mounting height may be 7 feet.
7. Post mounted signs should be placed approximately 1 foot (or greater) behind the curb to prevent damage from vehicle overhang.
8. Signs may be mounted directly to an adjacent wall of a building when post mounting is impractical.

LEVELS DISPLAYED
DATE:
FILE:
DN: TX DOT CK: CW DW: DN CK: MT

STANDARD PLANS
TEXAS DEPARTMENT OF TRANSPORTATION
Traffic Operations Division

PAVEMENT MARKINGS AND SIGNING FOR ACCESSIBLE PARKING

PM(AP)-98

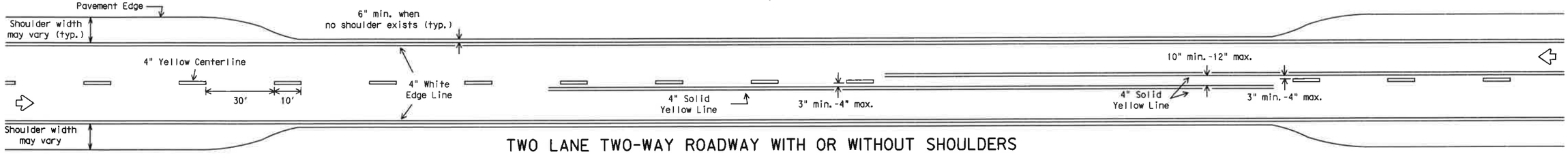
© TxDOT August 1995

DGN: LR/MT	CK:	DW: DN	CK:	MOD. DATE
REVISIONS	STATE DISTRICT	FEDERAL REGION	FEDERAL AID PROJECT	SHEET
4-98	6			6
	COUNTY		CONTROL SECTION JOB	HIGHWAY

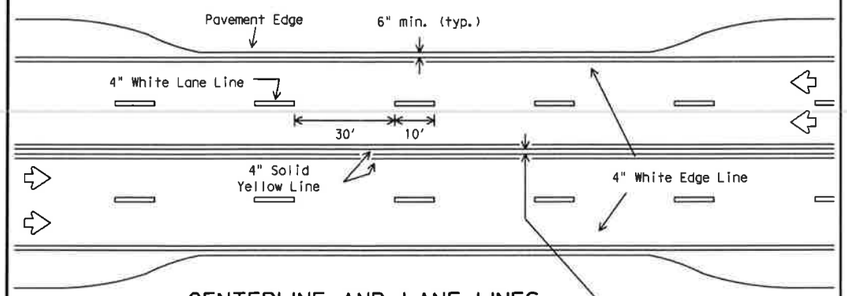
22F

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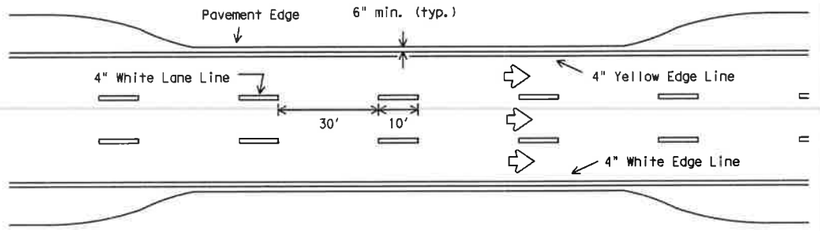
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FILE:



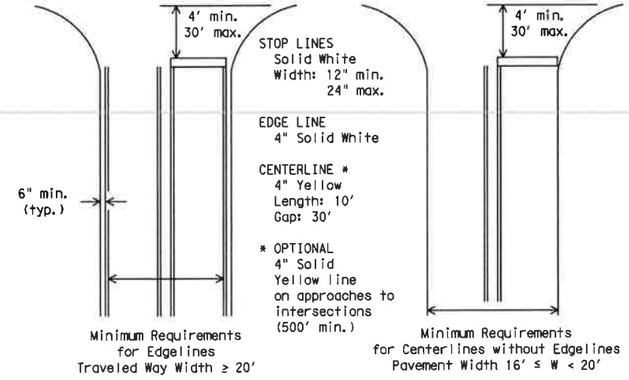
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

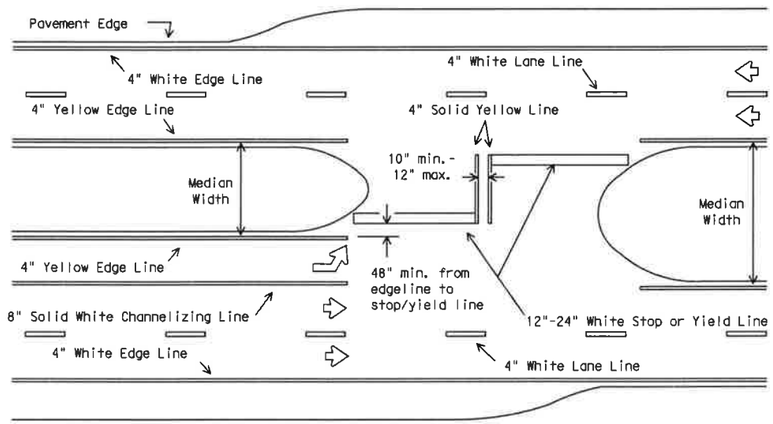


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



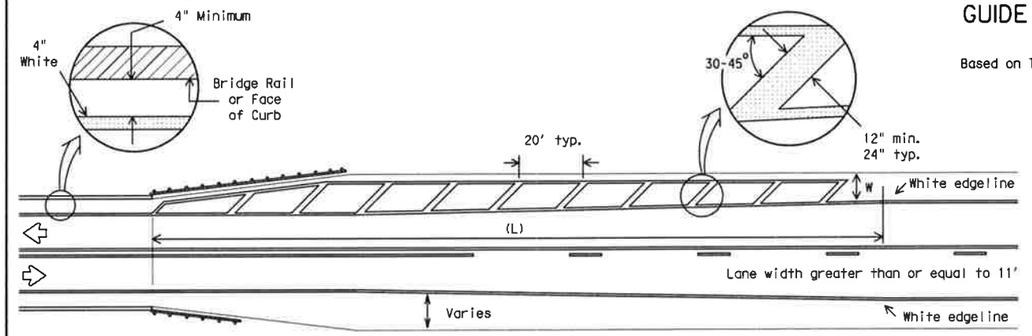
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the crosshatching should be:

$L = 8 \times 70 = 560$ ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the crosshatching should be:

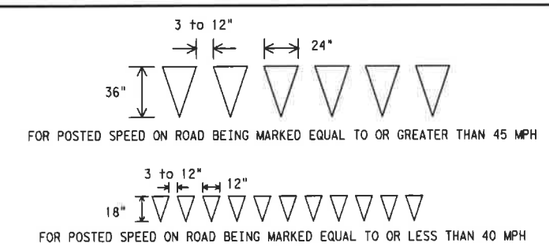
$L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES

Texas Department of Transportation
Traffic Operations Division

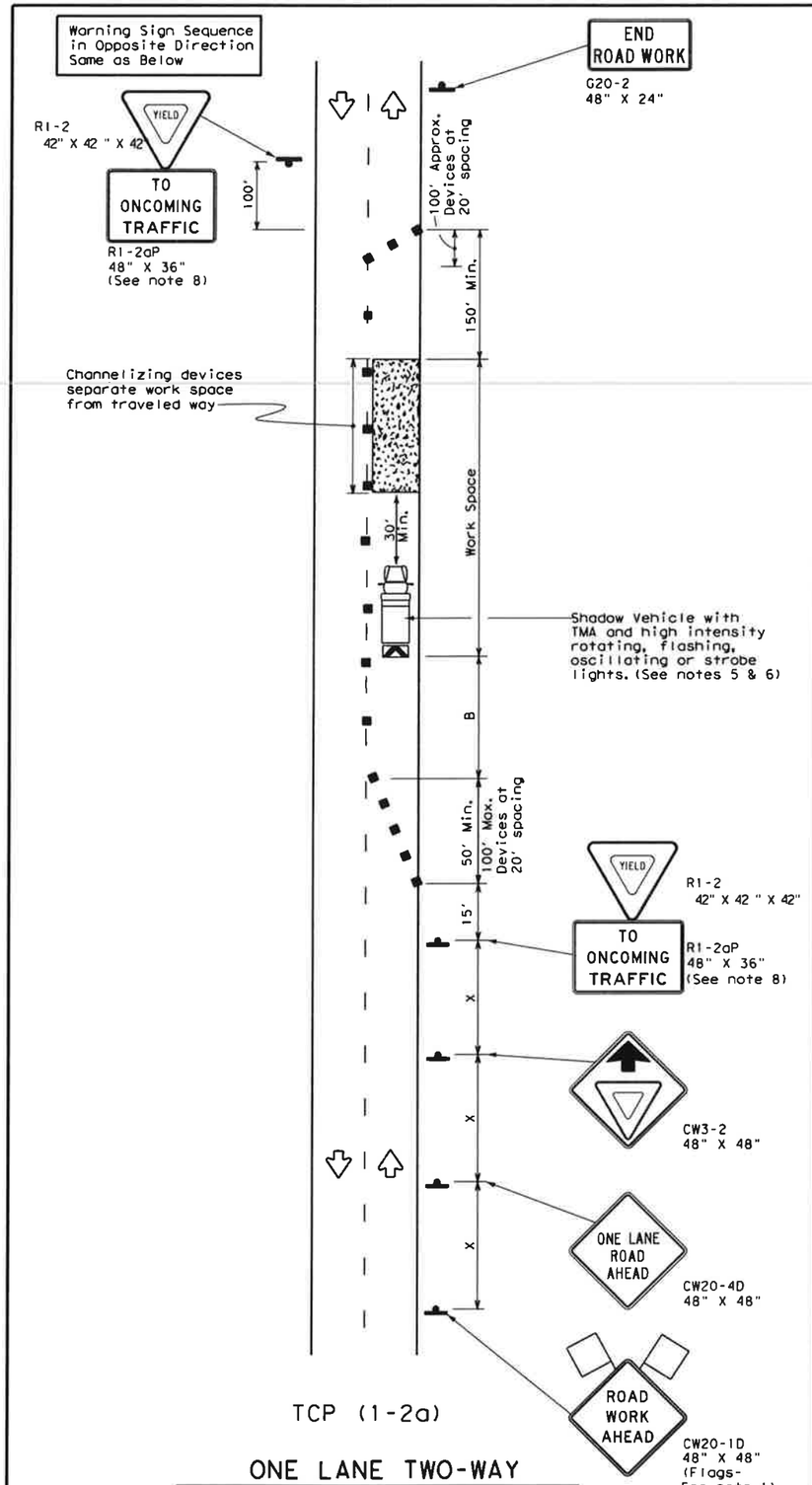
TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

©TxDOT November 1978	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
5-00				
8-00	DIST	COUNTY		SHEET NO.
3-03				7

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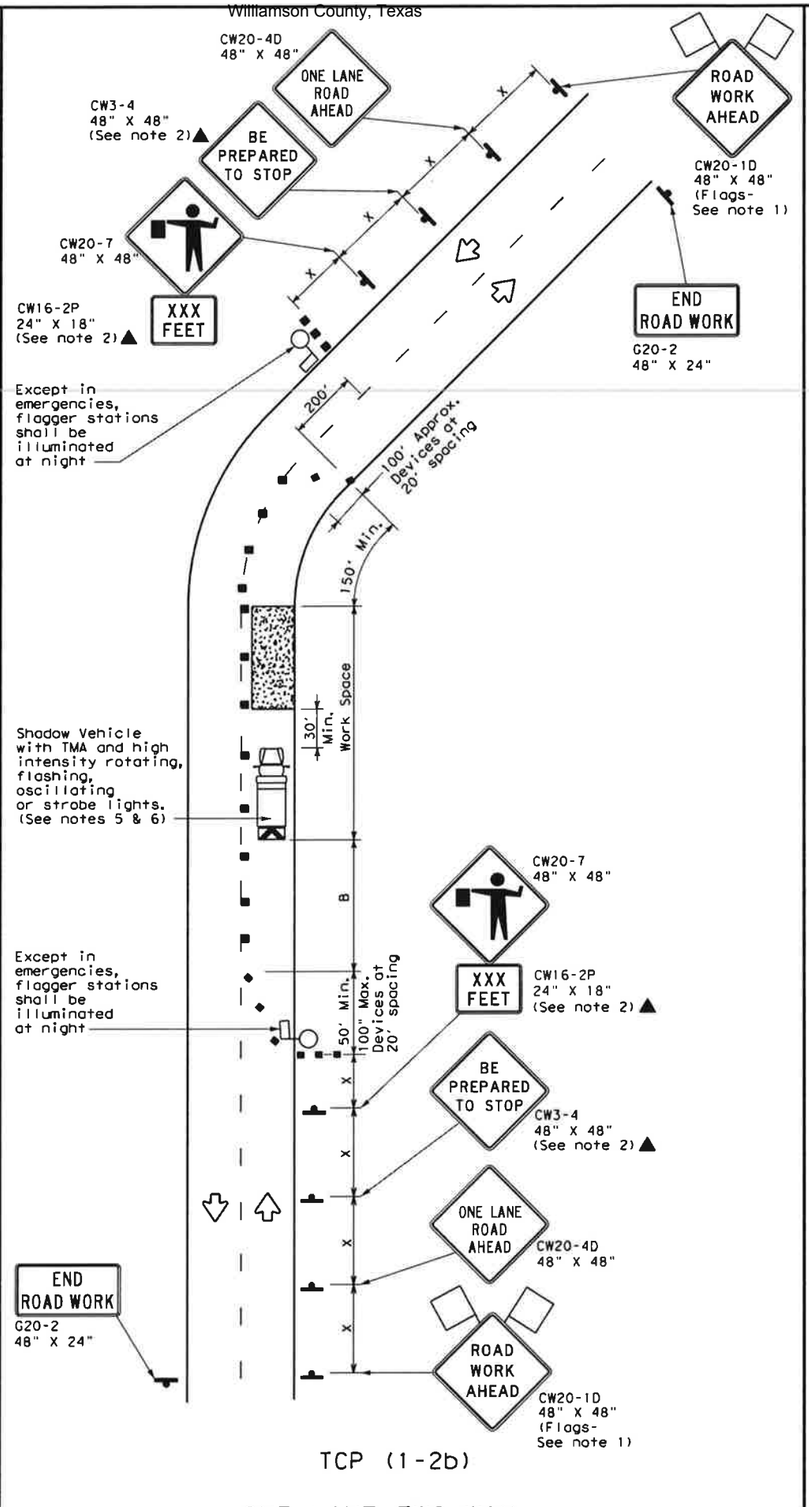
DATE:
FILE:



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO. 8

REVISIONS
4-90 2-12
2-94
1-97
4-98

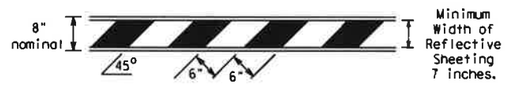
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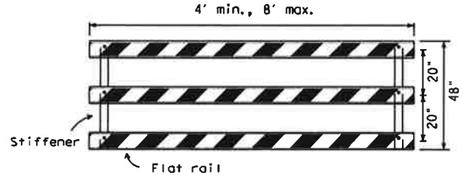
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



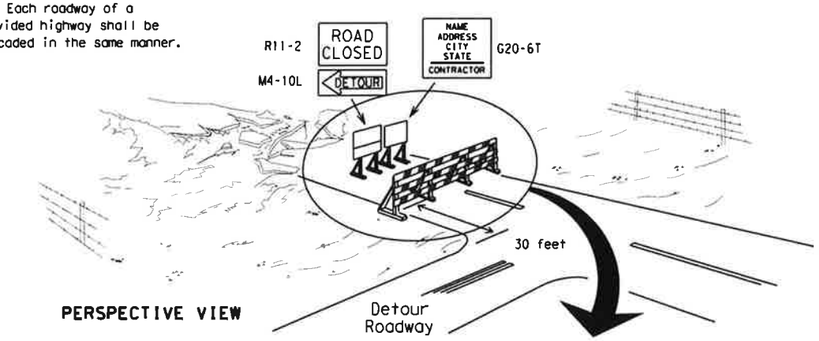
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

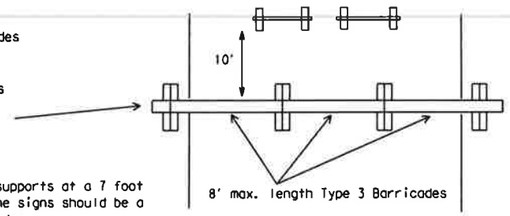
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

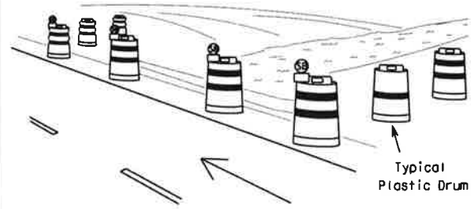
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

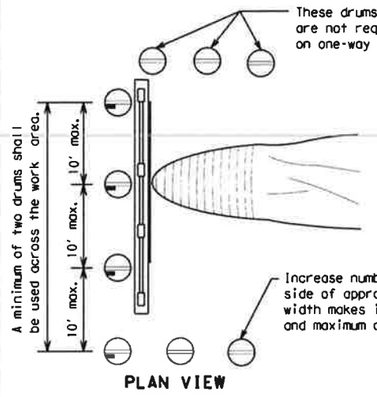
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

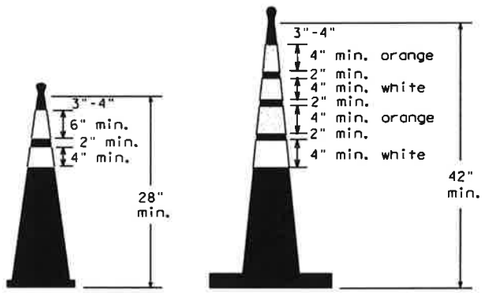
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

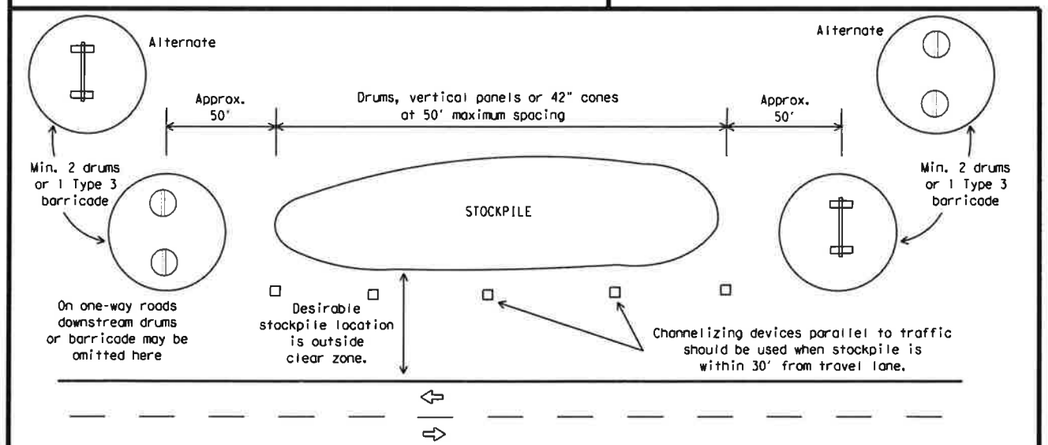


Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

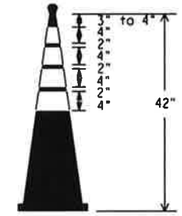
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO. 9

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.

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 no less than thirty (30) calendar days written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. 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.

Bid Items
Polymer-Modified Emulsified Asphalt Surface Treatment and Striping - Round Rock Building A & B Parking Lot
Williamson County - Texas

ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price	Cost
500	2001	MOBILIZATION	LS	1		
666	2011	REFL PAV MRK TY I (W) 4" (SLD) (090MIL)	LF	6280		
666	2145	REFL PAV MRK TY II (W) 4" (SLD)	LF	6280		
666	2390	RE PM TY II(ACC PRK)(WHT)(SYMBOL ONLY)	EA	5		
666	XXXX	REFL PAV MRK TY I (R) (SLD) 6" (090MIL)	LF	2030		
666	XXXX	REFL PAV MRK TY II (R) (SLD) 6"	LF	2030		
XXXX	XXXX	POLYMER-MODIFIED EMULSIFIED ASPHALT SURFACE TREATMENT	GAL	4383		
					Total Cost	

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

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 Respondent*) and have been duly authorized

to execute the foregoing on behalf of the said _____

(Name of Respondent).

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 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 _____

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and _____ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the Invitation for Bid Solicitation #1509-016, including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _____ ($_____) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the Invitation for Bid Solicitation #1509-016, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any

portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: Fifteen (15) calendar days after the date of County's Notice to Proceed.

4.1 Final Completion. The Work shall be fully and finally completed within Twenty 20 calendar days the date of County's Notice to Proceed; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.3 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government

Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

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

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

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

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

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

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **12 months** (24 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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

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

e. Builder’s Risk Insurance

(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify

Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self- insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance

requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising

Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

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

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

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

11.21 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

Date: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

Question and Answers for Bid #1509-016 - Fog Seal Round Rock Building A and B Parking Lot for Williamson County

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **32.**

Meeting Date: 10/20/2015

Lab Remodel - Electrical Contract

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action regarding Services Contract with ACM Services, LLC for the electrical work on the Sheriff's Office Crime Lab Remodel, a project funded in 0100-0509-004509.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ACM Electrical Proposal

Lab Remodel - Electrical Contract

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/14/2015 03:29 PM
County Judge Exec Asst.	Wendy Coco	10/15/2015 08:42 AM
Form Started By: Gina Wrehsnig		Started On: 10/14/2015 02:59 PM
Final Approval Date: 10/15/2015		

ACM SERVICES

3280 FM 112
TAYLOR, TX 76574
OFFICE (512) 365-8393
FAX (512) 365-3989
TDLR LICENSE #19676

ELECTRICAL PROPOSAL

SUBMITTED TO: Dale Butler	DATE: July 24 2015
Williamson Co. Ph 512-943-1609 Cell 512-658-3925	JOB NAME: Wilco Crime Lab

Pending a **MUTUAL AGREEABLE CONTRACT** ACM Services hereby **PROPOSE** to furnish all the materials and labor necessary for the construction of the above referenced project.

See attached "INCLUSIONS/EXCLUSIONS"

All the above work to be performed in accordance with the scope of work listed on exhibit and completed for the sum of:

TWENTY EIGHT THOUSAND THREE HUNDRED DOLLARS AND NO CENTS
($28,300.00)

with payments to be made as follows:

PAYMENT TO BE COMMENSURATE WITH PROGRESS OF WORK. FINAL PAYMENT IS DUE UPON COMPLETION OF WORK.

Any alteration or deviation from final drawings involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Owner is to carry all necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on the work will be taken out by ACM Services, LLC. Price quoted good for 10 working days.

Respectfully Submitted,

ACM SERVICES, LLC.

James "Nick" Morris

ACCEPTANCE OF PROPOSAL

The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as agreed. Payment will be made as outlined above.

DATE:_____ SIGNATURE:

Regulated by the Texas Department of Licensing & Regulation.
P.O. Box 12157, Austin, TX 78711, 1-800-803-3902, 512-463-6599
Website: www.license.state.tx.us/complaints

ACM SERVICES, LLC.
"INCLUSIONS/EXCLUSIONS"

JOB NAME: WILCO CRIME LAB

INCLUSIONS:

Per Plans dated 4/28/15
Reuse of existing circuitry / switchgear
Lighting fixtures (and the reuse of types E2, E3)
Permit
Drops for Tele/Data

EXCLUSIONS:

Concrete (i.e. house keeping pads, transformer pad, pole bases)
Concrete replacement (where floor cutting is required)
Curb replacement
Asphalt replacement
Wood and Carpentry
Drywall and finishes
Paint and Painting
Security, CCTV, telephone system, sound system, stereo system
Bid Bond & Performance Bond
Fire alarm
Special systems cabling supply / install
Sales tax
Prevailing wage

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

CONTRACT
FOR ELECTRICAL SERVICES
LAB REMODEL
(Renovations of Sheriff's Office Crime Lab & Intake Offices)

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 AMC Services of Taylor, Texas (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:

A. As described in the attached Statement of Work/Quotation, dated July 24, 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.

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 below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $28,300.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** 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
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee

Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

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.

V.

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:

A. As described in the attached Statement of Work/Quotation, dated July 24, 2015 and marked Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required 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.

VI.

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.

VII.

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.

VIII.

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.

IX.

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.

X.

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.

XII.

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.

XIII.

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.

XIV.

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.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

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:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2015

SERVICE PROVIDER:

_____
Authorized Signature

James N Morris
Printed Name

Date: October 11, 2015

Exhibit "A"
Statement of Work/Quotation

Commissioners Court - Regular Session **33.**

Meeting Date: 10/20/2015

Fuel for Williamson County

Submitted By: Lisa Maraden, 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 IFB#1510-018 Fuel for Williamson County .

Background

This contract will be for (12) twelve months with (2) two annual extension options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fuel IFB Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/15/2015 10:25 AM
County Judge Exec Asst.	Wendy Coco	10/15/2015 10:30 AM
Form Started By: Lisa Maraden		Started On: 10/15/2015 10:06 AM
Final Approval Date: 10/15/2015		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Fuel for Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Nov 10, 2015 2:00:00 PM CST
BIDS WILL BE PUBLICLY OPENED:
Nov 10, 2015 2:00:00 PM CST

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

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 this entire IFB.

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ 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: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ 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."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **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.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated 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 Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1510-018
Fuel for Williamson County

Bid Number	**1510-018**
Bid Title	**Fuel for Williamson County**
Bid Start Date	**In Held**
Bid End Date	**Nov 10, 2015 2:00:00 PM CST**
Question & Answer End Date	**Nov 6, 2015 5:00:00 PM CST**
Bid Contact	**Lisa Maraden** **512-943-1554** **lmaraden@wilco.org**
Contract Duration	**1 year**
Contract Renewal	**2 annual renewals**
Prices Good for	**30 days**
Pre-Bid Conference	**Oct 29, 2015 2:00:00 PM CDT** **Attendance is optional** **Location: Williamson County Purchasing Department** **901 South Austin Ave** **Georgetown, TX 78626**
Bid Comments	**Fuel for Williamson County** **Required documents included in Standard Documents and IFB Affidavit**

Item Response Form

Item **1510-018--01-01 - Default Lot: PLEASE ATTACH ALL REQUIRED DOCUMENTS HERE**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

PLEASE ATTACH ALL REQUIRED DOCUMENTS HERE

Item **1510-018--02-01 - TANK WAGON SUPPLY: Conventional Unleaded Gasoline with 10% Ethanol**

Lot Description **THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS**

	Brand Bid	Opis Daily average	Firm Discount	Markup	Cost to County
Conventional Unleaded Gasoline with 10% Ethanol					

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Conventional Unleaded Gasoline with 10% Ethanol

Item **1510-018--02-02 - TANK WAGON SUPPLY: Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend**

Lot Description **THE AVERAGE ORDER WILL BE 1500-4500 GALLONS OF COMBINED PRODUCTS**

	Brand Bid	Opis Daily average	Firm Discount	Markup	Cost to County
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend					

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend

Item **1510-018--03-01 - TRANSPORT TRUCK SUPPLY: Conventional Unleaded Gasoline with 10% Ethanol**

Lot Description **THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF A SPLIT LOAD PRODUCT**

	Brand Bid	Opis Daily average	Firm Discount	Markup	Cost to County
Conventional Unleaded Gasoline with 10% Ethanol					

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Conventional Unleaded Gasoline with 10% Ethanol

Item **1510-018--03-02 - TRANSPORT TRUCK SUPPLY: Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend**

Lot Description **THE AVERAGE ORDER WILL BE 5000-9000 GALLONS OF A SPLIT LOAD PRODUCT**

	Brand Bid	Opis Daily average	Firm Discount	Markup	Cost to County
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend					

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend

Item **1510-018--04-01 - STANDBY GENERATOR FUELING: Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend**

Lot Description **THE AVERAGE ORDER WILL BE 50-150 GALLONS OF A SINGLE PRODUCT**

	Brand Bid	Cost Per Stop	Firm Discount	Markup	Cost to County	Demurrage Hourly
Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend						

Delivery Location **Williamson County, Texas**

No Location Specified

Qty 1

Description

Diesel Fuel S15 No.2-D Containing No Higher than a 5% Blend

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.

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 no less than thirty (30) calendar days written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. 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.

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

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 Respondent*) and have been duly authorized

to execute the foregoing on behalf of the said _____

(Name of Respondent).

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 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 _____

CONTRACT ADMINISTRATION

Randy Rodgers Williamson County Director of Fleet Services, (or successor), 3151 SE Inner Loop, Suite B, Georgetown, TX 78626 (512) 943-3368, 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.

Initial Contract Term

The Successful Bidder shall provide the goods and/or services described herein for an initial term of **twelve (12) months**, beginning **the date the court awards the bid** and ending **twelve (12) months from the award**.

Contract Extensions

The Commissioners Court reserves the right to extend this Contract, by mutual agreement of both parties, as it deems to be in the best interest of the County. If approved, this extension will be in **twelve (12) month** increments for up to an additional **twenty-four (24) months**, with the terms and conditions remaining the same. The total period of this Contract, including all extensions will not exceed a maximum combined period of **Thirty-six (36) months**. The extension of this Contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Successful Bidder may elect to terminate this Contract, with no additional liability to the County. The County and the Successful Bidder agree that termination shall be the Successful Bidder's sole remedy under this circumstance.

Insurance Requirements

Successful Bidder will be required to submit Certificates of Insurance **prior to being awarded the Contract**. A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the following address:

Williamson County

901 South Austin
Avenue Georgetown,
Texas 78626

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

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:		$1,000,000

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

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

E. Umbrella Coverage: $1,000,000

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

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

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

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN

(10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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

WORKERS' COMPENSATION COVERAGE REQUIREMENTS

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code,§402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following 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

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

5. BID SPECIFICATIONS

5.1 Scope of Services

Purpose
Williamson County is soliciting bids for qualified vendors to supply the County with gasoline and diesel fuel on an "as needed" basis to service County owned equipment and vehicles.

Fuel Quality and Acceptance
All Bids received must list the brand or trade name of the fuel being offered and include a copy of the manufacturers purchase / exchange specifications. Specifications shall indicate manufacturers maximum allowable sulfur content. Any additive used must be identified by brand or trade name and manufacturer's specification sheet provided with the Bid. Any additional alcohol or Bio blending beyond the mandatory specification for the Greater Austin Area will not be acceptable. The Contract Administrator must be advised by written notification of any additional blending that may be required due to any future State or Federal mandates.

Upon bid award, Successful Bidder will be required to provide MSDS sheets on all products provided.

Delivery
All fuel will be ordered on an "as needed basis".

Prompt delivery is absolutely essential in the performance of this Contract. Points of delivery are Georgetown, Taylor, Granger, and Florence. Orders must be delivered within 24 hours.

Successful Bidder must be able to deliver all products into above ground skid tanks and underground tanks. Products must be metered or accurately measured at the time of delivery. Successful Bidder will be required to provide a current copy of "Certificate of Registration of Weights and Measures Devices" applicable to all vehicles delivering metered fuel with subsequent proof of renewals as they occur.

Fuel Spills
Extreme care must be taken by the Successful Bidder to avoid fuel spills. The tanker truck must be attended at all times during fuel off loading. Any cost incurred as a result of fuel spills due to negligence on the part of the Successful Bidder, its agents or employees, or due to equipment malfunction, will be borne by the Successful Bidder and may be grounds for termination of this Contract at the discretion of the Williamson County Commissioner's Court. Successful Bidder is responsible for following the notification procedures as outlined in the Texas Administrative Code, Title 30; Chapter 327:1-5 for all reportable quantities.

Bid Pricing
Bid price will be per gallon.

Gallons shall be billed net unless product is metered.

The bid price (contract price) will be compared to the daily average composite index published in the Oil Pricing Information Service (OPIS) report for the Austin, Texas area. If there are errors in extension figures the unit price will prevail.

A firm fixed price f
or fuels will be determined by applying the Successful Bidder differentials (the differential must be a firm dollar amount during the Contract, consist of four (4) decimal places and will be identified by the Bidder as either negative or positive) to the average gallon prices listed in the OPIS daily average for the Austin, Texas area.

Each invoice will reference the date of each applicable OPIS and published index average.

The Successful Bidder is required to supply a current copy of the "Oil Pricing Information Service (OPIS) Report" to the Contract Administrator daily by email or fax as follows:

Email: rrodgers@wilco.org

Fax # 512 / 943-3368, ATTN: Randy Rodgers

The Oil Pricing Information Service (OPIS) report published on August 14, 2012 or the last report published as close to that date as possible, will be used to establish the benchmark for your quotation.

Taxes: Do not include tax in the price quoted on the fuel bid. Bid only the price of the product. Williamson County is by statue, exempt from federal excise tax and will pay any appropriate taxes as required.

Natural Disaster or Emergency Situation
In the event of a Natural Disaster or Emergency Situation, awarded bidder will escalate Williamson County to a Priority One level for fuel deliveries and will make deliveries as needed, required and requested, 24/7, to the best of their capabilities and available resources, equipment and manpower

5.2 Gasoline and Diesel Specifications

Gasoline and Diesel to Be Bid:

1.	Conventional Gasoline w/10% Ethanol	87 Conv w/10%Ethanol
2.	Diesel Fuel S15 No.2-D	Cetane number of 40 minimum

Specifications for Conventional/Unleaded Gasoline with 10% Ethanol:

The unleaded regular gasoline will contain a detergent additive in sufficient concentrations submitted by laboratory tests recognized by the automobile industry for these fuels.

***See Attachment A in Separate PDF**: Conventional Gasoline with 10% Ethanol Destination Specification*

Existent Gum, mg/100 mL D381	5 maximum	
Oxidation Stability, mins. D525	240 minimum	(see notes c)

Specifications for No.2 Diesel Fuel containing No Higher than a 5% bio blend:

***See Attachment A in Separate PDF**: Diesel Fuel S15 No.2-D Destination*

COUNTY GAS AND DIESEL FUEL STORAGE TANK LOCATIONS AND ESTIMATED USAGES:

CENTRAL MAINTENANCE FACILITY
3151 SE Inner Loop
Georgetown, Texas

Diesel Fuel: one (1) 10,000 gallon underground fiber glass tank

Gasoline: one (1) 10,000 gallon underground fiber glass tank

Estimated fuel usage in a 12-month period:

151,000 gallons of diesel fuel
200,000 gallons of unleaded fuel

GRANGER BARN
Rt 1 Box 1 (On Hwy 971)
Granger, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

28,000 gallons of diesel fuel
10,000 gallons of unleaded fuel

TAYLOR BARN
900 S Main Street (Hwy 95)
Taylor, Texas

Diesel Fuel: one (1) 3,000 gallon above ground

Gasoline: one (1) 3,000 gallon regular unleaded above ground

Estimated fuel usage in a 12-month period:

34,000 gallons of diesel fuel
29,000 gallons of unleaded fuel

FLORENCE BARN
100 Fm 970
Florence, Texas

Diesel Fuel: one (1) 3,000 gallon above ground system

Gasoline: one (1) 3,000 gallon above ground system

Estimated fuel usage in a 12-month period:

17,000 gallons of diesel fuel
13,000 gallons of unleaded fuel

Conventional Gasoline with 10% Ethanol
Destination Specification

By Octane Grade						
Anti-Knock Quality	ASTM Method	Regular 87	Midgrade 89	Premium 93	Notes	Spec Source
Octane, (R+M)/2	D 4814	Min. 87.0	Min 89.0	Min. 93.0		ASTM

All Grades - Non-Seasonal Limits					
Product Property	ASTM Method	Minimum	Maximum	Notes	Spec Source
Gravity					
API All Level	D 4052	Report			ASTM/EPA
Composition					
Benzene, vol.%	D 3606		2.3		EPA
Aromatics, vol.%	D 5769 or D 1319	Report			EPA
Olefins, vol.%	D 1319	Report			EPA
Oxygen Content, wt.%	D 5599 or D4815		4.0		ASTM
Total Sulfur, ppmw	D 2622 or D5453		95		EPA
Ethanol Content, vol.%	D 4814	9	10		ASTM
Corrosion & Stability					
Copper Strip Corrosion	D 130		1		ASTM
Silver Strip Corrosion	D 4814		1		ASTM
Sovent Washed Gum, mg/100ml	D381		5		ASTM
Oxidation Stability	D 525	240			ASTM
Contaminants					
Appearance	D 4814	Clear and Bright			TX
Color		No Dye			FHR
Lead Compounds, g/Gal	D 3237		0.05		ASTM
Phosphorous, g/Gal	D 3231		0.004		ASTM
Mercaptan Sulfur, wt.%	D 3227		0.004		ASTM

All Grades - Seasonal Limits									
Property	ASTM	Limit	Vapor Pressure & Distillation Class AA	A	B	C	D	Note	Spec Source
Vapor Pressure									
RVP, psi	D5191	max	7.8	9.0	11.0	12.5	14.5		ASTM
Distillation									
10% Evap., °F	D86	max	158	158	149	140	131		ASTM
50% Evap., °F	D86	min	150	150	150	150	150		ASTM
50% Evap., °F	D86	max	250	250	245	240	235		ASTM
90% Evap., °F	D86	max	374	374	374	365	365		ASTM
End Point °F	D86	max	437	437	437	437	437		ASTM
Residue Volume %	D86	max	2	2	2	2	2		ASTM
Volatility									
Drivability Index , °F	D4814	max	1250	1250	1240	1230	1220		ASTM
Property	ASTM	Limit	Vapor Lock Protection Class 1	2	3	4		Note	Spec Source
Vapor Lock Class									
Vapor/Liquid 20:1, °F	D5188 (D4814)	min	129	120	113	105		a, b	ASTM - FHR Colonial

Conventional Gasoline with 10% Ethanol
Destination Specification

Applicable Dates for Product Vapor Pressure & Distillation Class at the Terminals	Vapor Pressure & Distillation Class	Vapor Lock Class
May, Jun., Jul., Aug., Sep., Oct 1	AA	1
Apr., Oct. 2 - 31	C	3
Oct. 2 - 31 for Corpus Christi only	A	1
Nov., Dec., Jan., Feb., Mar.	D	4

Notes:

a. Specification sources are ASTM D4814 and Colonial Pipeline. FHR's selected value for Vapor Lock Class 4 is based on ASTM class 5.

b. V/L calculation specified in D4814 may be used if method D5188 is unavailable.

Issue Date:3/02/10 Written by: Gery Valle

Nature of Change:

Changed Existent Gum to Solvent Washed Gum with a maximum of 5.

Diesel Fuel S15 No.2-D Destination Specification

Product Property	Units	Limit	Values	Method	Note	Spec (a.) Source
Composition					b.	
Cetane Index		MIN	40	D-976		EPA/ASTM
Cetane Index (Four Variable)		MIN	40	D-4737B		ASTM
Total Sulfur	ppmw	MAX	15	D-7039		EPA/ASTM
Volatility						
Distillation 90% Recovery	°F	MIN MAX	540 640	D-86		ASTM
Flash Point	°F	MIN	126	D-93		ASTM
API Gravity	°API		Report	D-4052		FHR
Fluidity						
Viscosity	cSt@104 °F	MIN MAX	1.9 4.1	D-445		FHR
Cloud Point	°F	MAX	Nov.-Mar. +20 April, Oct +30	D-5771, D-5773 or D-2500		ASTM
Corrosion						
Copper Strip (3 hrs @122 °F)		MAX	3	D-130		FHR
Contaminants						
Appearance					c.	ASTM
Haze	Haze@Ambient	MAX	<3	D-4176		FHR
Ash	wt. %	MAX	0.01	D-482		ASTM
Carbon Residue	wt. %	MAX	0.35	D-4530		ASTM
Thermal Stability	Pad @ 300°F	MAX	7	DuPont		FHR
Lubricity						
HFRR	microns @ 60 °C	MAX	520	D-6079	d.	ASTM

Notes

a. ASTM specification source is D975 "Standard Specification for Diesel Fuel Oils".
b. Product purchased at, or deliveries originating from, the FHR Euless Terminal may contain up to 5% biodiesel.
c. Free of sediment and water as per ASTM D-975.
d. No Lubricity Improver Additive is added to bulk shipments via pipeline or vessel. Injection is at the terminal rack.

Issue Date: 5/03/2011 Approved by: Rick Legvold (Lab/Quality Assurance Manager)

Nature of Change:
Specification revised to conform to the new format.
Remove note "Testing performed on oversight basis only."
Include note that FHR Euless Terminal may contain up to 5% biodiesel.

Question and Answers for Bid #1510-018 - Fuel for Williamson County

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **34.**

Meeting Date: 10/20/2015

Budget Amendment

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on declaring an emergency and approving a budget amendment to acknowledge additional expenditures for Fleet Services.

Background

During the implementation of the new budget software we were able to do a lot of clean up on employee records. One of these records was an Asst Director position in fleet that re-organized into a Tech position and then back to an Asst Director Position again. This record 0916 was originally created as a tech position in 2008 and then frozen on 6/30/13. Then on 5-8-2015 it was turned into an Asst Fleet Services Dir II position. During this time between 7/1/13 and 5-7-2015 a second instance of record 0916 was given as an Admin Tech. Because of the second record the position was questioned during the second salary load on 6/30/15. Because our new software did not recognize this position we reached out to the department to confirm the status, pay and name of the position. The position was budgeted at that time in the amount of $39,100 and was vacant which is what was confirmed. It has just now been brought to our attention this week that was not correct (due to a re-org in May 2015) that converted this position back to an Asst Dir position budgeted at $49,464. The delta is $10,364 and the merit of 3% is $310.92. The total dollars needed to include the beforementioned items as well as FICA and retirement is $12,859.01. These monies will come from the Fleet cash ending and will not impact funds 0100, 0200 or 0600 (General, Road & Bridge, Debt Service).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0882-0882-001100	Fleet/Salaries	$10,674.92
	0882-0882-002010	Fleet/FICA	$816.63
	0882-0882-002020	Fleet/Retirement	$1,367.46

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 08:42 AM
Budget Office (Originator)	Ashlie Koenig	10/15/2015 10:58 AM
Form Started By: Ashlie Koenig		Started On: 10/14/2015 02:29 PM
Final Approval Date: 10/15/2015		

Commissioners Court - Regular Session **35.**

Meeting Date: 10/20/2015

Budget Amendment

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on declaring an emergency and approving a budget amendment to acknowledge additional revenue for the Radio Communications Systems Department.

Background

This will reflect the additional monies/revenue needed coming in from the associated transfer placed on the agenda today for the Radio Communications System.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507-0000-380100	RCS/Trsfr to Gen Fund	$1,450.92

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Ashlie Koenig		Started On: 10/15/2015 11:00 AM
Final Approval Date: 10/15/2015		

Commissioners Court - Regular Session **36.**

Meeting Date: 10/20/2015

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Radio Communications System Fund.

Background

This transfer will place additional monies in the Emergency Svcs Budget to transfer to the Radio Communication Systems Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$1,450.92
To	0100-0583-000507	Emerg Svcs/Trsfr to RCS	$1,450.92

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Ashlie Koenig		Started On: 10/15/2015 11:08 AM
Final Approval Date: 10/15/2015		

Commissioners Court - Regular Session **37.**

Meeting Date: 10/20/2015

Budget Amendment

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on declaring an emergency and approving a budget amendment to acknowledge additional expenditures for various departments.

Background

The policy for merit for small departments was as follows:

"Merit for small departments in the general fund will be granted merit at 1% higher than the amount approved by Commissioner's Court for larger departments. This new procedure would be funded starting for FY15/16. This percentage cannot exceed the 5% cap set forth for merit in any given year. To qualify as a small department under this rule, departments must have between one and four full time employees and not be eligible for funding from a merit pool account .Small departments that are included are listed below.

1. All four County Courts at Law
2. All five District Courts
3. All four County Commissioner's Offices
4. County Treasurer "

The budget office placed an additional 1% in the above departments. What we learned just last week was that the policy was changed in spring of 2015 and we were unaware of the change. The list above of 1-4 was removed and now the policy affects ALL small departments county wide to include special revenue funds, not just the general fund. There are four additional departments we should have budgeted an extra 1% merit in that we did not. This budget amendment will correct that. These four departments are "other" funds and will not impact the general fund, road and bridge fund or debt service with the one exception of the Radio Communications Fund which will require a transfer of $1450.92 which has been placed on the agenda for the Court's consideration.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0367-0367-001101	JP#3 Truancy/PT Salary	$1,026.64
	0367-0367-002010	JP#3 Truancy/FICA	$78.54
	0367-0367-002020	JP#3 Truancy/Retirement	$131.51
	0368-0368-001101	JP#2 Truancy/PT Salary	$312.00
	0368-0368-002010	JP#2 Truancy/FICA	$23.87
	0368-0368-002020	JP#2 Truancy/Retirement	$39.97
	0373-0373-001102	JP#1 Truancy/PT Salary	$166.40
	0373-0373-002010	JP#1 Truancy/FICA	$12.73
	0373-0373-002020	JP#1 Truancy/Retirement	$21.32
	0507-0507-001100	RCS/Salary	$1,204.48
	0507-0507-002010	RCS/FICA	$92.14

	0507-0507-002020	RCS/Retirement	$154.29

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/15/2015 01:57 PM
Form Started By: Ashlie Koenig		Started On: 10/15/2015 11:12 AM
Final Approval Date: 10/15/2015		

Commissioners Court - Regular Session **38.**

Meeting Date: 10/20/2015

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	10/15/2015 01:57 PM
Form Started By: Charlie Crossfield		Started On: 10/15/2015 10:52 AM
Final Approval Date: 10/15/2015		

Commissioners Court - Regular Session **39.**

Meeting Date: 10/20/2015

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.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties
a) Discuss proposed acquisition of property for right-of-way for SH 195
b) Discuss proposed acquisition of property for proposed SH 29 project.
c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
d) Discuss possible acquisition of property with endangered species for mitigation purposes.
e) Discuss the acquisition of real property: Sneed Loop
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 119
h) Discuss the acquisition of real property: Tradesman Park.
i) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
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: Arterial H.
m) Discuss the acquisition of real property for County Facilities.
n) Discuss the acquisition of real property for the Williamson County Expo Center.
o) Discuss the acquisition of Easement interests on CR 240.
p) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
q) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.

B. Property or Real Estate owned by Williamson County

1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the 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
e) Discuss real estate at 355 Texas Ave.
f) Discuss the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
g) Discuss the proposed sale of portion of county property by Jester Annex
h) Discuss the proposed sale of excess right-of-way on Hwy 79 abutting 79 Business Park
i) Discuss abandoning row on CR 359

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	10/15/2015 01:57 PM
Form Started By: Charlie Crossfield		Started On: 10/15/2015 10:53 AM
Final Approval Date: 10/15/2015		