NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
FEBRUARY 16TH, 2016
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 – 15)

5. Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0410.0413.003104	K-9 Division	$3,000.00
From	0410.0413.003530	Investigative Supplies	$12,000.00
From	0410.0413.004511	Firing Range Maintenance	$6,159.64
To	0410.0413.005008	Law Enforcement Equip.>$5,000	$21,159.64

6. Discuss, consider and take appropriate action on a line item transfer for Information Technology Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$33,277.98
To	0100-0503-004100	IT/Prof Svcs	$33,277.98

7. Discuss, consider and take appropriate action on approving property tax collections for the month of January 2016 for the Williamson County Tax Assessor/Collector.

8. Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of January 2016 for the Williamson County Tax Assessor/Collector.

9. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, January 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

10. Discuss and consider approving the 2015 Racial Profiling Report for County Sheriff

11. Discuss, consider and take appropriate action on appointing Barry Cryer to the Jarrell ESD #5 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2017.

12. Consider acknowledging and accepting of continuing education transcript for Commissioner Lisa Birkman as required in Section 81.0025 of Local Government Code.

13. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction, including (4) 4-Drawer Filing Cabinets, (1) Desk, (1) Height Board, (1) 2-Drawer Filing Cabinet, (2.5) Chairs, (3) TV, (8) Monitors, (3) Printers, (1)Calculator, (2) Keyboards, (1) Radio, (2)APC Back-ups & Surge Protector, (3) APC Back-ups, (4) Power Sources, (1) Mini-Fridge, (2) Phones, (1) Cassette Recorder, (19) Cassettes, (See Attachment) Misc Communications Equipment, (Complete list attached) pursuant to Tex. Local Gov't Code §263.152.

14. Discuss, consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 3 subdivision - Pct 3.

15. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Gattis School Road SH 130 subdivision - Pct 4

REGULAR AGENDA

16. Discuss and take appropriate action regarding the Burn Ban for Williamson County, Texas.

17. Receive and acknowledge the February 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

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

19. Discuss, consider and take appropriate action on the transfer of 2013 Road Bond funds per recommendation of Mike Weaver, Road Bond Manager in the amount of $550,000.00 from 2013 Road Bond Unallocated funds (P290) to Bagdad Road at CR 278 (P438).

20. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Round Rock regarding the CR 110 South and University Blvd-traffic signal replacement.

21. Discuss, consider and take appropriate action on an Advance Funding Agreement Amendment # 1 with the State of Texas regarding RM 620 from Cornerwood to Deep Wood.

22. Discuss, consider, and take appropriate action on the First Amendment to the Agreement between Williamson County and Tennis Pro Manager for Southwest Williamson County Regional Park.

23. Discuss, consider and take any appropriate action regarding approval and receipt of Agreement regarding off-duty contracting of County Sheriff Deputies with Austin Duathletes (Bike race at Berry Springs Park and Eastern Wilco)

24. Discuss, consider and take appropriate action on resolution for the County Attorney's office appliation to the Governor Criminal Justice Division for the Building Efficiency: Cite and Release Grant.

25. Discuss, consider and take appropriate action on the proposed substantial amendment to the FY15 Community Development Block Grant Annual Action Plan regarding the Leander Sidewalk Improvements project.

26. Discuss, consider and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP), including but not limited to receiving report from Environmental Programs Director and approve enrollment of properties participating during the 2015 calendar year (any participation received on or prior to 12/31/15) into the tax benefit financing plan for tax year 2015 and re-enroll prior year participating properties.

27. Discuss, consider, and take appropriate action on the acceptance of Public Assistance Grant funding for the repair and mitigation of the County Road 177 Low Water Crossing.

28. Discuss, consider, and take appropriate action on approving service contract between SHI International and Williamson County Information Technology Services Department for General Security Consulting Services per DIR contract DIR-SDD-2188.

29. Discuss, consider, and take appropriate action on awarding IFB# 1512-037 Forest North Drainage Improvement for Williamson County Road and Bridge to the lowest and best bidder, Smith Contracting.

30. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Hydrated Lime Slurry, Bid # 1602-54.

31. Discuss, consider, and take appropriate action on awarding bids received for Multi-Site Traffic Signals, Bid# 1512-036 to the lowest and best bidder – Austin Traffic Signal Company.

32. Discuss, consider, and take appropriate action regarding request to exempt from competitive bidding/proposal requirements pursuant to Tex. Loc. Gov't Code §262.024(11) ("vehicle and equipment repairs") (i.e., those not covered by insurance coverage and that are paid for from county funds) for FY2016 based on criteria and definitions provided by the Williamson County Purchasing Agent.

33. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Williamson County Expo Structured Cabling, Bid# 1602-053.

34. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment funds:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$15,000.00

35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment funds:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,152.88
	0100.0440.002010	FICA	$470.71
	0100.0440.002020	Retirement	$788.19
	0100.0440.003100	Office Supplies	$1,444.83
	0100.0440.004212	Postage	$4,943.39
	0100.0440.004232	Training	$1,200.00

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

36. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
a) Business prospect(s) that may locate or expand within Williamson County.
b) Discuss Pearson Road District.
c) Discuss North Woods Road District.
d) Discuss Kaufman Loop.
e) Discuss Project Deliver

37. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
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.
r) Discuss the acquisition of real property from the Andice Cemetery.
s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd.
t) Discuss accepting donations of ROW for Busby Lane.
u) Discuss an Interlocal Agreement with the City of Georgetown in regards to SW Bypass.
v) Discuss an Interlocal Agreement with the City of Austin regarding Neenah Ave.
w) Discuss an Assignment of Wastewater Easement to the City of Cedar Park
x) Discuss an Interlocal Agreement with the City of Round Rock regarding CR 110 and University
y) Discuss an AFA Amendment #1 with State of Texas regarding RM 620
z) Discuss accepting the donation of property for Kaufman Loop

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
j) Discuss possible sale of 183 A excess right of way
k) Discuss proposed sale of real estate of Blue Springs Blvd
l) Discuss transfer of ROW on a portion of Williams Drive to the City of Georgetown
m) Discuss abandonment of CR359.
n) Discuss proposed land swap on East Old Settlers Blvd.
o) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

38. 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. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
h) County Road 241 utility and Right-of-Way Issues and matters;
i) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin

Division
j) Floodplain Regulation Issue
k) 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
l) 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
m) Notice of Claim – In Re Ray Steven Rose
n) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
o) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
p) Claim for overpayment – Timothy Wright
q) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
r) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
s) Employment law and regulations relating to court reporters.
t) Jessica Smith claim
u) Claims of Texas Association for Children and Families
v) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
w) Legislative changes to firearms laws and possession of firearms on county property
x) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
y) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.

39. 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).

40. Discuss the deployment or specific occasions for implementation of security personnel or devices in relation to the Williamson County Justice Center (Executive Session as per Texas Gov't. Code § 551.076).

REGULAR AGENDA (continued)

41. Discuss and take appropriate action concerning economic development.

42. Discuss and take appropriate action concerning real estate.

43. 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. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
h) County Road 241 utility and Right-of-Way Issues and matters;
i) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
j) Floodplain Regulation Issue
k) 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
l) 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
m) Notice of Claim – In Re Ray Steven Rose
n) 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
o) Utility damage claim that occurred on or about 02/19/2014 on CR 488 (Claim # TXPR141360)
p) Claim for overpayment – Timothy Wright
q) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
r) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
s) Employment law and regulations relating to court reporters.
t) Jessica Smith claim
u) Claims of Texas Association for Children and Families
v) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
w) Action regarding legislative changes to firearms laws, to include but not be limited to the adoption and implementation of regulations and policies relating to the possession of firearms on and within Williamson County property and facilities.
x) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks

44. 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.

45. 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 _____, 2016 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **5.**

Meeting Date: 02/16/2016

Line Item Transfer

Submitted By: Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Sheriff.

Background

This line item transfer is being requested to provide funding for previously spent equipment prior to the Commissioner's Court Approval of the State and Local forfeited funds budget. This transfer approved by the Auditor's Office properly balances the budget as approved.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0410.0413.003104	K-9 Division	$3,000.00
From	0410.0413.003530	Investigative Supplies	$12,000.00
From	0410.0413.004511	Firing Range Maintenance	$6,159.64
To	0410.0413.005008	Law Enforcement Equip.>$5,000	$21,159.64

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/10/2016 09:16 AM
Budget Office	Ashlie Koenig	02/10/2016 09:42 AM
Form Started By: Peggy Braun		Started On: 02/09/2016 01:54 PM
Final Approval Date: 02/10/2016		

Commissioners Court - Regular Session **6.**

Meeting Date: 02/16/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Information Technology Services.

Background

Over the past few years, the City of Georgetown has been working on their plan to expand and realign the intersection of NE Innerloop and FM 1460. The Budget Office has cut these dollars each year due to the uncertainty of the timing of the project. Georgetown has notified us recently letting us know they are ready for the fiber to be moved.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$33,277.98
To	0100-0503-004100	IT/Prof Svcs	$33,277.98

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 09:03 AM
Form Started By: Ashlie Koenig		Started On: 02/10/2016 10:22 AM
Final Approval Date: 02/11/2016		

Commissioners Court - Regular Session **7.**

Meeting Date: 02/16/2016

Property Tax Collections – January 2016

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 January 2016 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

010116-013116 GWI-RFM

010116-013116 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 11:23 AM
Form Started By: Sandra Surratt		Started On: 02/11/2016 10:56 AM
Final Approval Date: 02/11/2016		

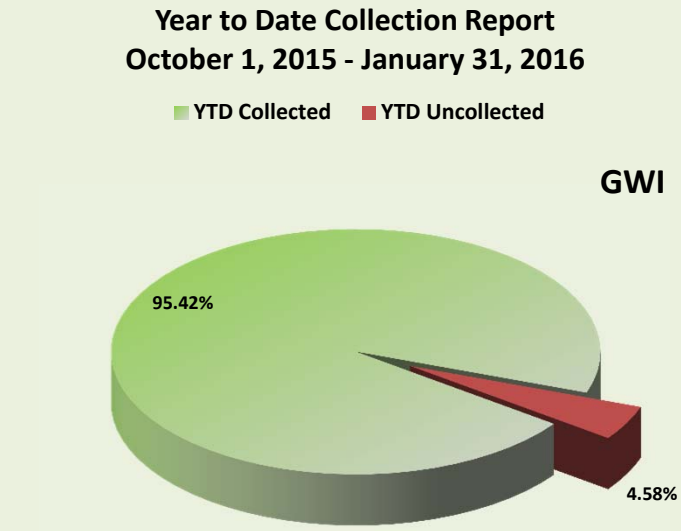
YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
January 31, 2016

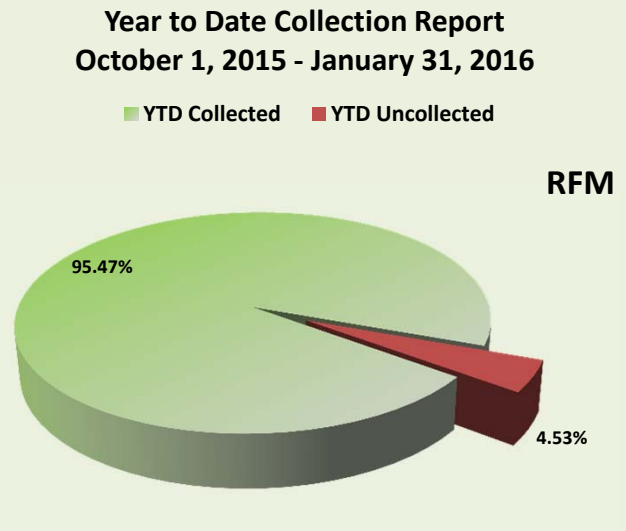
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	$204,163,924.30	$1,063,197.23	$205,227,121.53	$67,122,179.01	$292.38	($65,667.05)	$9,395,532.82	$195,831,588.71	95.42%	95.42%	96.06%
2014 & Prior	$2,213,448.47	($39,456.06)	$2,173,992.41	$346,353.52	$27,765.72	($542.04)	$1,609,227.12	$564,765.29	25.98%	29.94%	
Rollbacks	$467,800.60	$199,770.94	$667,571.54	$311,052.31	$0.00	$0.00	$17,243.12	$650,328.42	97.42%	97.42%	
Total All	$206,845,173.37	$1,223,512.11	$208,068,685.48	$67,779,584.84	$28,058.10	($66,209.09)	$11,022,003.06	$197,046,682.42	94.70%	94.74%	

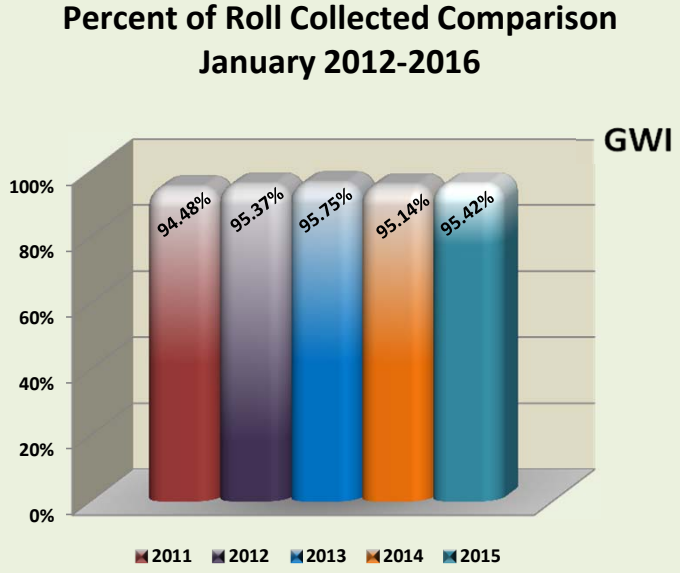
Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	$18,321,214.20	$99,072.42	$18,420,286.62	$6,047,328.08	$26.40	($5,949.07)	$834,318.77	$17,585,967.85	95.47%	95.47%	96.07%
2014 & Prior	$185,747.51	($2,766.53)	$182,980.98	$30,953.10	$2,355.92	($48.59)	$132,346.46	$50,634.52	27.67%	31.84%	
Rollbacks	$36,714.70	$16,336.55	$53,051.25	$25,215.66	$0.00	$0.00	$1,360.39	$51,690.86	97.44%	97.44%	
Total All	$18,543,676.41	$112,642.44	$18,656,318.85	$6,103,496.84	$2,382.32	($5,997.66)	$968,025.62	$17,688,293.23	94.81%	94.85%	

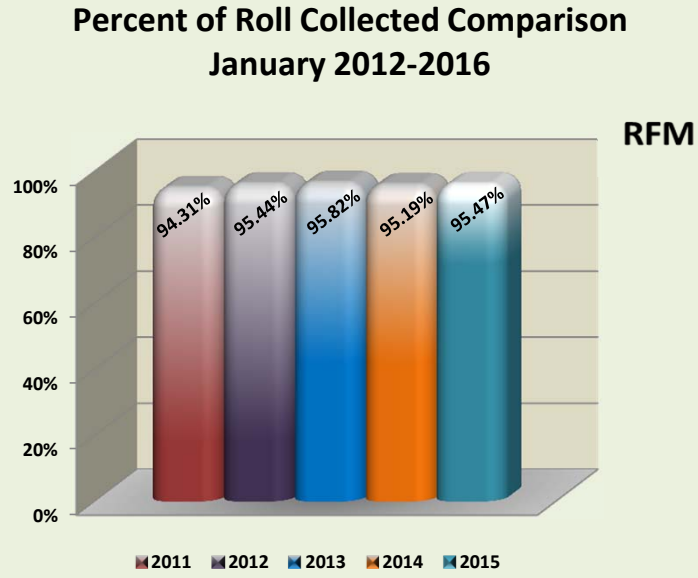
2015 COMBINED MONTHLY BREAKDOWN

Oct-15	$225,388,849.78	$80,717.03	$225,469,566.81	$7,127,961.53	$34,984.09	$2,027.23	$218,339,578.05	$7,129,988.76
Nov-15	$225,469,566.81	$506,292.34	$225,975,859.15	$10,195,251.19	$14,090.86	($4.83)	$208,650,624.03	$17,325,235.12
Dec-15	$225,975,859.15	$620,621.99	$226,596,481.14	$123,598,479.10	$14,658.66	$386.50	$85,672,380.42	$140,924,100.72
Jan-16	$226,596,481.14	$128,523.19	$226,725,004.33	$73,883,081.68	$30,440.42	($72,206.75)	$11,990,028.68	$214,734,975.65


Year to Date Collection Report
October 1, 2015 - January 31, 2016
YTD Collected
YTD Uncollected
GWI
95.42%
4.58%


Year to Date Collection Report
October 1, 2015 - January 31, 2016
YTD Collected
YTD Uncollected
RFM
95.47%
4.53%


Percent of Roll Collected Comparison
January 2012-2016
GWI
100%
80%
60%
40%
20%
0%
94.48%
95.37%
95.75%
95.14%
95.42%
2011
2012
2013
2014
2015


Percent of Roll Collected Comparison
January 2012-2016
RFM
100%
80%
60%
40%
20%
0%
94.31%
95.44%
95.82%
95.19%
95.47%
2011
2012
2013
2014
2015

Commissioners Court - Regular Session **8.**

Meeting Date: 02/16/2016

Property Tax Refunds – Over 2500 – January 2016

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 refunds over $2,500.00 for the month of January 2016 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

010116-013116 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 11:23 AM
Form Started By: Sandra Surratt		Started On: 02/11/2016 11:00 AM
Final Approval Date: 02/11/2016		

WILLIAMSON COUNTY
1848

Deborah M Hunt, C T A
Tax Assessor Collector

Date: February 10, 2016

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

WILLIAMSON COUNTY

Main Office:
904 S Main St
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-3578
www.wilco.org

Annex Locations:
1801 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664
Phone: (512) 943-1601
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613
Phone: (512) 943-1601
Fax: (512) 260-4295

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

Property Tax
Account QuickReport
As of January 31, 2016

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
01/05/2016	56211	CORELOGIC REAL ESTATE TAX SERVICE	Multiple Accounts - Over & Double payments	-722,175.93
01/05/2016	56218	THE BUNGALOWS HOTEL & EVENT CENTER	R525531 - Overpayment	-4,175.39
01/05/2016	56243	CORELOGIC TAX SERVICES, LLC	Multiple Accounts - Overpayments	-11,089.65
01/05/2016	56246	FIRST AMERICAN TITLE COMPANY, LLC	R335358 - Overpayment	-3,379.39
01/09/2016	56258	JENNIFER ELIZABETH NEWMAN	R522355 - Overpayment	-5,374.12
01/09/2016	56265	PHILLIP AND SYLVIA ADESSA	R431195 - Double payment	-3,438.34
01/09/2016	56266	WILLIAM B WOOD JR	R480030 - Erroneous Payment	-4,228.41
01/17/2016	56279	A PLUS FEDERAL CREDIT UNION	Multiple Accounts - Over & Double payments	-11,124.09
01/17/2016	56280	HERITAGE TITLE COMPANY OF AUSTIN, INC	R020885 - Double payment	-3,368.37
01/17/2016	56282	AMPLIFY FEDERAL CREDIT UNION	Multiple Accounts - Over & Double payments	-4,373.38
01/17/2016	56293	WOLF RANCH, LP	Multiple Accounts - Double payments	-19,634.19
01/17/2016	56294	VENDOR RESOURCE MANAGEMENT	R475437 - Double payment	-9,225.84
01/19/2016	56305	EDWARD M AND JENNIFER S DAVIS	R438860 - Double payment	-5,261.14
01/19/2016	56306	VICENTE CHUNG	Multiple Accounts - Double payments	-31,235.17
01/22/2016	56308	WALTER CARVER	R496364 - Double payment	-12,578.63
01/28/2016	56324	HANES BRAND INC	P459571 - Double payment	-3,242.08
01/28/2016	56329	CORELOGIC COMMERCIAL	Multiple Accounts - Double payments	-723,820.38
Total Refunds Payable - Taxpayers				-1,577,724.50
TOTAL				**-1,577,724.50**

Commissioners Court - Regular Session **9.**

Meeting Date: 02/16/2016

Justice of the Peace 4 JANUARY 2016 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, January 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM JAN 2016

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 10:48 AM
Form Started By: Veronica Bolander		Started On: 02/11/2016 10:02 AM
Final Approval Date: 02/11/2016		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of January, 2016.

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

9th **day of** February, 2016 **to certify which witness my hand and seal of office.**

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

NOTARY PUBLIC in and for the State of Texas

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 01/01/2016-01/31/2016

Date Printed: 2/5/2016
Time Printed: 11:50:47AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
COPIES	COPIES	3	16.50	16.50	11.25	0.00	0.00	0.00	5.25	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	64	1,600.00	1,600.00	125.00	950.00	25.00	0.00	500.00	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	104	624.00	624.00	42.00	438.00	6.00	0.00	138.00	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	95	6,650.00	6,650.00	560.00	3,850.00	140.00	0.00	2,100.00	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	2	50.00	50.00	25.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	12	50.00	50.00	5.00	35.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	12	1,500.00	1,500.00	150.00	1,050.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341904

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	1	5.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	7	18.00	18.00	12.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	35	875.00	875.00	0.00	875.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	104	1,040.00	1,040.00	70.00	730.00	10.00	0.00	230.00	0.00	0.00	0.00	01-0399-0000-20802
OCC LICENSE	OCCUPATIONAL LICENSE	3	75.00	75.00	25.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100.0000.341804
OVER	OVER PAYMENT OF FINE	1	2.00	2.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-209700
WRIT GARN	WRIT OF GARNISHMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	444	12,510.50	12,510.50	1,030.25	7,935.00	181.00	0.00	3,364.25	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$1,030.25				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$7,935.00				**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$181.00				**Non-Monetary**	$0.00	
Credit Cards :	$3,364.25	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00		

TOTAL CURRENCY	$12,510.50	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 01/01/2016-01/31/2016

Date Printed: 2/5/2016
Time Printed: 11:50:47AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-209700		2.00	0.00	0.00	0.00	0.00	2.00
0100-0000-341804		1,198.25	546.25	0.00	0.00	0.00	1,744.50
0100-0000-341904		5,750.00	2,400.00	0.00	0.00	0.00	8,150.00
0100.0000.341804		900.00	50.00	0.00	0.00	0.00	950.00
0399-0000-208822		486.00	138.00	0.00	0.00	0.00	624.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	810.00	230.00	0.00	0.00	0.00	1,040.00
TOTALS :		9,146.25	3,364.25	0.00	0.00	0.00	12,510.50

Detailed report has been sent to Auditor's Office.

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 01/01/2016-01/31/2016

Date Printed: 2/5/2016
Time Printed: 11:54:50AM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	82	379.15	366.55	87.40	0.00	50.30	0.00	228.85	12.60	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	69	294.38	261.98	56.30	0.00	33.85	0.00	171.83	32.40	0.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	11	55.00	55.00	0.00	0.00	5.00	0.00	50.00	0.00	0.00	0.00	0399-0000-208400
CS	CHILD SAFETY	2	40.00	0.00	0.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	2	22.35	7.35	7.35	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	5	50.00	50.00	20.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	45	5,574.50	4,661.27	1,093.23	0.00	707.68	0.00	2,860.36	913.23	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	14	118.80	118.80	19.80	0.00	49.50	0.00	49.50	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	358	48,707.62	43,013.82	11,527.10	0.00	4,702.47	0.00	26,784.25	5,493.80	200.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	2	2.98	0.98	0.98	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	12	2,337.50	2,337.50	0.00	0.00	510.00	0.00	1,827.50	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	99	269.42	255.98	41.85	0.00	30.72	0.00	183.41	10.44	3.00	0.00	0100-0000-341804

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

Detailed report has been sent to Auditor's Office.

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
ACC	AUSTIN COMMUNITY CO	1	1.07	1.07	0.00	0.00	0.00	0.00	1.07	0.00	0.00	0.00	0100.0000.341804
AFC4.	CONTABLE ARREST FEE	15	75.00	70.00	25.00	0.00	0.00	0.00	45.00	0.00	5.00	0.00	0100-0000-341914
BOND	CASH BOND	1	200.00	200.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	5	150.00	150.00	50.00	0.00	50.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	4	144.54	144.54	100.00	0.00	44.54	0.00	0.00	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	62	2,581.95	2,581.95	449.48	0.00	292.00	0.00	1,840.47	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	224	7,899.86	7,243.75	1,558.30	0.00	978.48	0.00	4,706.97	616.11	40.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	224	595.08	544.08	117.69	0.00	73.38	0.00	353.01	48.00	3.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	222	196.86	180.86	38.74	0.00	24.46	0.00	117.66	15.00	1.00	0.00	0361-0000-341154
CM1	CORRECTIONAL MANAG	2	0.74	0.24	0.24	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0399-0000-208730
COM	COMMITMENT	28	126.11	46.11	5.00	0.00	26.11	0.00	15.00	80.00	0.00	0.00	0100-0000-341804
CPWF	CEDAR PARK POLICE DE	1	26.00	26.00	0.00	0.00	26.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CSF	CHILD SAFETY FUND	2	50.00	25.00	0.00	0.00	0.00	0.00	25.00	0.00	25.00	0.00	0365.0000.341161
CWF	WILLIAMSON COUNTY W	15	577.80	227.80	74.50	0.00	35.05	0.00	118.25	350.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	2	7.45	2.45	2.45	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0399-0000-208170
FNLC	FINE-LOCAL PORTION	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-351304
FNTC	FINE-TRAUMA CENTER	1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0399-0000-208720
HWF	HUTTO POLICE DEPARTM	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	219	387.74	361.74	77.48	0.00	48.92	0.00	235.34	24.00	2.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	2	0.74	0.24	0.24	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	205	917.52	862.52	188.70	0.00	107.31	0.00	566.51	50.00	5.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	224	793.45	725.45	156.92	0.00	97.84	0.00	470.69	64.00	4.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	222	787.49	723.49	154.96	0.00	97.84	0.00	470.69	60.00	4.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	222	1,175.24	1,085.24	232.44	0.00	146.77	0.00	706.03	84.00	6.00	0.00	0399-0000-208352
JURY	JURY FEE	1	3.00	3.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	0.00	0100-0000-341804
LPDWF	LEANDER POLICE DEPAR	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
MISC REV	MISCELLANIOUS REVENI	2	1.50	1.50	0.50	0.00	1.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	102	9.56	9.11	1.60	0.00	1.02	0.00	6.49	0.35	0.10	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	5	840.00	840.00	0.00	0.00	600.00	0.00	240.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	28	126.11	46.11	5.00	0.00	26.11	0.00	15.00	80.00	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	1	50.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	1	200.00	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	99	2,694.19	2,559.79	418.50	0.00	307.20	0.00	1,834.09	104.40	30.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	3	15.00	10.00	5.00	0.00	0.00	0.00	5.00	5.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	28	124.45	109.45	20.00	0.00	19.45	0.00	70.00	15.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	81	1,583.83	1,420.83	432.00	0.00	350.80	0.00	638.03	138.00	25.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	162	299.46	283.46	67.48	0.00	28.02	0.00	187.96	14.00	2.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	6	300.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	18	1,238.98	1,238.98	100.60	0.00	529.38	0.00	609.00	0.00	0.00	0.00	0100-0000-207027

Detailed report has been sent to Auditor's Office.

TOTALS SUMMARY	3144	82,132.42	73,153.99	17,336.83	200.00	10,101.20	0.00	45,515.96	$8,623.33	355.10	0.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$17,336.83			**CSR Credit**	$355.10	**Post for Refund** $0.00
Checks	$200.00			**Jail Credit**	$8,623.33	**Over Payments** $0.00
Money Orders	$10,101.20					
Credit Cards :	$45,515.96	**Escrow Payments**	$0.00	**Transaction Fee** $0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$73,153.99	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL**	$8,978.43	**TOTAL PAID**	$0.00

Detailed report has been sent to Auditor's Office.

CRIMINAL

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 01/01/2016-01/31/2016

Date Printed: 2/5/2016
Time Printed: 11:54:50AM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		200.00	0.00	0.00	0.00	0.00	200.00
0100-0000-209600		510.00	1,827.50	0.00	0.00	0.00	2,337.50
0100-0000-341804		797.34	643.01	926.04	0.00	0.00	2,366.39
0100-0000-341904		0.00	0.00	15.00	0.00	0.00	15.00
0100-0000-341911		100.00	50.00	0.00	0.00	0.00	150.00
0100-0000-341913		144.54	0.00	0.00	0.00	0.00	144.54
0100-0000-341914		810.93	1,960.47	10.00	0.00	0.00	2,781.40
0100-0000-351304		16,229.57	26,784.25	5,693.80	0.00	0.00	48,707.62
0100-0000-370500		1.50	0.00	0.00	0.00	0.00	1.50
0100.0000.341804		0.00	1.07	0.00	0.00	0.00	1.07
0360-0000-341150		191.07	353.01	51.00	0.00	0.00	595.08
0361-0000-341154		63.20	117.66	16.00	0.00	0.00	196.86
0365.0000.341161		0.00	25.00	25.00	0.00	0.00	50.00
0372-0000-341144		254.76	470.69	68.00	0.00	0.00	793.45
0399-0000-208160		2,536.78	4,706.97	656.11	0.00	0.00	7,899.86
0399-0000-208170		2.45	0.00	5.00	0.00	0.00	7.45
0399-0000-208180		0.24	0.00	0.50	0.00	0.00	0.74
0399-0000-208235		252.80	470.69	64.00	0.00	0.00	787.49
0399-0000-208300		7.35	0.00	15.00	0.00	0.00	22.35
0399-0000-208352		379.21	706.03	90.00	0.00	0.00	1,175.24
0399-0000-208400		95.15	221.83	32.40	0.00	0.00	349.38
0399-0000-208425		725.70	1,834.09	134.40	0.00	0.00	2,694.19
0399-0000-208500		0.98	0.00	2.00	0.00	0.00	2.98
0399-0000-208720		0.00	0.00	0.00	0.00	0.00	0.00
0399-0000-208730		0.24	0.00	0.50	0.00	0.00	0.74
0399-0000-208850		600.00	240.00	0.00	0.00	0.00	840.00
0399-0000-208860		782.80	638.03	163.00	0.00	0.00	1,583.83
0399.0000.208703		126.40	235.34	26.00	0.00	0.00	387.74
0399-0000-208415		2.62	6.49	0.45	0.00	0.00	9.56
0100-0000-207027		629.98	609.00	0.00	0.00	0.00	1,238.98
01.0100.0000.207017	DLQ FEE	1,800.91	2,860.36	913.23	0.00	0.00	5,574.50
0103690000370000	JUVENILE CASE MANAGER FUND	296.01	566.51	55.00	0.00	0.00	917.52
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	95.50	187.96	16.00	0.00	0.00	299.46
TOTALS :		27,638.03	45,515.96	8,978.43	0.00	0.00	82,132.42

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **10.**

Meeting Date: 02/16/2016

2015 Racial Profiling Report for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving the 2015 Racial Profiling Report for County Sheriff

Background

The Texas Code of Criminal Procedure requires this annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citation or arrested for traffic violations and whether or not those individuals were searched.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2015 Racial Profiling Report & Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 09:03 AM
Form Started By: Starla Hall		Started On: 02/10/2016 02:32 PM
Final Approval Date: 02/11/2016		

L.C. "TONY" MARSHALL
Chief Deputy

JAMES R. WILSON
WILLIAMSON COUNTY SHERIFF
508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 * Fax (512) 943-1444

ROBERT CHAPMAN
Asst Chief Deputy- Law Enforcement

MIKE GLEASON
Asst Chief Deputy - Corrections

February 10, 2016

Honorable Dan A. Gattis
Williamson County Judge
301 S.E. Inner Loop, Suite 109
Georgetown, Texas 78626

Dear Judge Gattis:

Article 2.132 (7) of the Texas Code of Criminal Procedure requires the annual reporting to the local governing body of data collected on the race or ethnicity of individuals stopped and issued citation or arrested for traffic violations and whether or not those individuals were searched. Since the new law provides no clear instruction to a governing body on how to review such data, the Williamson County Sheriff's Office requested this analysis and review to assist the Commissioners Court in reviewing the data.

The analysis of material and data from the Williamson County Sheriff's Office revealed the following:

- A comprehensive review of the Williamson County Sheriff's Office regulations, specifically Section 5.41 outlining the department's policy concerning racial profiling, shows that the Williamson County Sheriff's Office is in compliance with Article 2.132 of the Texas Code of Criminal Procedure.

- A review of the curriculum presented and supporting documentation reveals that the Williamson County Sheriff's Office is in compliance with Texas law on training and education regarding racial profiling.

- A review of the documentation produced by the department in both print and electronic form reveals that the department is in compliance with applicable Texas law on the racial profiling complaint process and public education about the complaint process.

- Analysis of the data reveals that the department is in compliance with applicable Texas law on the collection of racial profiling data.

- The analysis of statistical information from the Williamson County Sheriff's Office reveals that there are no methodologically conclusive indications of systemic racial profiling by the department.

- The Williamson County Sheriff's Office is in compliance with applicable Texas law concerning the prohibition of racial profiling.

Attached are the 2015 racial profiling statistics used to make this determination. Please let me know if you have any questions.

Sincerely,

James R. Wilson
Sheriff

JRW/sh
Enclosure

Williamson County Sheriff's Office
Racial Profiling report
1/1/2015 to 12/31/2015

Race Known Demographics		Total	Race Known No	Race Known Yes
Total		21,573	21,369	204
	Total	29	29	0
		4	4	0
	Hispanic	7	7	0
	Non-Hispanic	18	18	0
African American	Total	2,060	2,035	25
		52	52	0
	Hispanic	21	19	2
	Non-Hispanic	1,981	1,958	23
	Unknown	6	6	0
Asian	Total	932	929	3
		9	9	0
	Hispanic	10	10	0
	Non-Hispanic	902	899	3
	Unknown	11	11	0
Native American	Total	32	32	0
		1	1	0
	Non-Hispanic	31	31	0
Unknown	Total	438	436	2
		246	246	0
	Hispanic	58	57	1
	Non-Hispanic	133	132	1
	Unknown	1	1	0
White	Total	18,082	17,908	174
		208	208	0
	Hispanic	4,207	4,175	32
	Non-Hispanic	13,540	13,398	142

		Total	Race Known No	Race Known Yes
White	Unknown	127	127	0

Williamson County Sheriff's Office
Racial Profiling report
1/1/2015 to 12/31/2015

Demographics Of Searches	Total		CONSENT	IMPOUND	INCI-ARR	K-9	NONE	PC/TERRY	PLAIN VIEW
Total	21,573	41	187	48	45	46	21,083	100	22
	29	0	0	0	0	0	29	0	0
African American	2,060	6	14	7	7	6	1,996	19	5
Asian	932	0	3	0	0	0	928	1	0
Native American	32	0	0	0	0	0	31	1	0
Unknown	438	3	2	3	1	1	427	1	0
White	18,082	32	168	38	37	39	17,672	78	17

WARRANT
1
0
0
0
0
0
1

Commissioners Court - Regular Session **11.**

Meeting Date: 02/16/2016

ESD 5 Appointment of Barry Cryer

Submitted For: Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Barry Cryer to the Jarrell ESD #5 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2017.

Background

Barry Cryer will fill the open position left by Chancy Bizzell. Application is available on request. Candidate was interviewed by Judge Dan Gattis and Commissioner Valerie Covey.

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	02/11/2016 09:03 AM
Form Started By: Debra Babcock		Started On: 02/10/2016 04:31 PM
Final Approval Date: 02/11/2016		

Commissioners Court - Regular Session **12.**

Meeting Date: 02/16/2016

Continuing Education for Commissioner Birkman

Submitted For: Mary Clark **Submitted By:** Mary Clark, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Consider acknowledging and accepting of continuing education transcript for Commissioner Lisa Birkman as required in Section 81.0025 of Local Government Code.

Background

Commissioner Birkman has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LisaBirkmanContinuingEducation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 11:23 AM
Form Started By: Mary Clark		Started On: 02/11/2016 10:07 AM
Final Approval Date: 02/11/2016		

COUNTY JUDGES & COMMISSIONERS ASSOCIATION OF TEXAS

COMMISSIONERS EDUCATION CERTIFICATE OF COMPLETION

This is to certify that

Lisa Birkman

Williamson County Commissioner

has successfully completed the continuing education provisions of Article 81.0025 of the Texas Local Government Code

2015

Richard Cortese, Chairman
Commissioners Education Committee

Terry Simpson, President
County Judges and Commissioners Association of Texas

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/ 2015- 12/31/2015

Hon. Lisa Birkman
Williamson County Commissioner, Pct.1
1801 E Old Settlers Blvd Ste 110
Round Rock, TX 78664-1908

Phone: (512) 733-5380
Fax: (512) 733-5384

Term:
6/8/2004 - 12/31/2016

Last 4 digits of SSN
3577

01/01/2015	Excess hours carried from prior period	8.00
04/08/2015	County Management and Risk Conference	10.00
06/10/2015	CUC Legislative Update Series	9.00
08/26/2015	TAC Annual Conference	9.00

Total Hours Earned: 36.00

You have met your 2015 Commissioner Statutory Continuing Education requirement.

You will carry forward 8.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

Because continuing education sponsors are not required by law to report attendance to the Association, this transcript may not be a complete list of continuing education hours earned by the commissioner for this calendar year.

If this report does not agree with your records, please call Catherine Sexton at (512) 482-0701 or (800) 733-0699.

Commissioners Court - Regular Session **13.**

Meeting Date: 02/16/2016

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 (4) 4-Drawer Filing Cabinets, (1) Desk, (1) Height Board, (1) 2-Drawer Filing Cabinet, (2.5) Chairs, (3) TV, (8) Monitors, (3) Printers, (1)Calculator, (2) Keyboards, (1) Radio, (2)APC Back-ups & Surge Protector, (3) APC Back-ups, (4) Power Sources, (1) Mini-Fridge, (2) Phones, (1) Cassette Recorder, (19) Cassettes, (See Attachment) Misc Communications Equipment, (Complete list attached) pursuant to Tex. Local Gov't Code §263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Sale

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/11/2016 09:10 AM
County Judge Exec Asst.	Wendy Coco	02/11/2016 10:48 AM
Form Started By: Stacy Partridge		Started On: 02/10/2016 09:36 AM
Final Approval Date: 02/11/2016		

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)
2	4 drawer tall filing cabinets - black	n/a	n/a	Working
1	Black office desk - brown wood top with black metal drawers	n/a	n/a	Working
1	Height Board (for measuring human height - white with black tape)	n/a	n/a	Working
1	Wide 2-drawer short filing cabinet (letter size)	n/a	n/a	Non-Working
2.5	2 full Grey desk chairs (+ 1 seat/back only)	n/a	n/a	Non-Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John J. Pelczar
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 2252
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
FEB - 4 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ 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)
2	27" Toshiba 27A32 color Television - (1 working; 1 non-working)	8385174689B; 8385177429B	n/a	Working
1	17" Dell Monitor - LCD	CN-0Y4299-71618-SBN-CBE5	n/a	Working
1	17" Dell Monitor - LCD	CN-0Y4299-71618-SBN-CB7M	n/a	Working
1	HP Laserjet 4050N	ULH1431	n/a	Non-Working
1	HP Scanjet 5590	CN81BTR03Q	n/a	Non-Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

JOHN J. PELCZAR
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
FEB - 4 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

Williamson County
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- ○ 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	Victor 1225 tape calculator	n/a	n/a	Non-Working
1	Logitech MK 700 wireless keyboard	n/a	n/a	Non-Working
1	Dell PS-2 Port Keyboard	n/a	n/a	Non-Working
1	Philips CD Radio	n/a	n/a	Non-Working
1	HP Scanjet 5200C	SG93V160CC	n/a	Non-Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

JOHN J. FOLCZAK
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
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.)

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WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

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- ○ 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)
2	APC 350 Back-UPS ES + Surge protection - 6 plug	AB0408140125 ; AB0408140227	n/a	Non-Working
1	APC 500 Back-UPS - 8 plug	3B0G35X89038	n/a	Non-Working
2	APC 1500 Back-UPS	8B0735R0G895 ; JB0335003336		Non-Working
4	Computer Internal Power Sources	n/a	n/a	Non-Working
1	White mini-fridge	n/a	n/a	Non-Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

JOHN J. PELCZAR
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
FEB - 4 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Avaya 4606 IP Phone	n/a	n/a	Non-Working
1	Avaya 6211 Phone	n/a	n/a	Non-Working
1	Sony M-630V V.O.R. Micro-Cassette Recorder	n/a	n/a	Non-Working
1	Box of (9) 60 min. "Certron" Micro-Cassettes	n/a	n/a	Working
1	Box of (10) 60 min. "Imation" Micro-Cassettes	n/a	n/a	Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

JOHN J. PELCZAR
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
Phone Number

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

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

Print Name

Signature Date

Contact Person:

RECEIVED
FEB - 4 2016
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 _____

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
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- ○ 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)
2	Tan tall 4-drawer filing cabinets	n/a	n/a	Working
2	20" Bosch LTC 2821/91 Monitors (Coaxial Cable hook-up)	B5993WAY800818A; B5993WAY600157T	n/a	Working
3	12" Phillips LTC 2914/91 Monitors	2X024170432; 2X01236066; 2X01327036	n/a	Working
1	20" Bosch LTC 2821/91 Monitors (Coaxial Cable hook-up)	B5993VAP300194H	n/a	Working
1	27" Toshiba TV (tube TV)	8385177385B	n/a	Working

Parties involved:

FROM (Transferor Department): WC Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

JOHN J. PELCZAR
Print Name

Signature Date

Contact Person:

Carrie Mays
Print Name

(512) 943 3252
Phone Number

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

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

Print Name

Signature Date

Contact Person:

RECEIVED
FEB - 4 2016
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 _____

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	See Attached Miscellaneous Communications Equipment	See attached spreadsheets		Working

Parties involved:

FROM (Transferor Department): WIRELESS COMMUNICATIONS DEPARTMENT

Transferor - Elected Official/Department Head/ Authorized Staff:

CATHERINE ROBERTS
Print Name

Signature — February 1, 2016 Date

Contact Person:

CATHERINE ROBERTS
Print Name

+1 (512) 943-3575
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

RECEIVED
FEB - 1 2016
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 _____

RACK 1 Microwave Network Equipment

QUANTITY	DESCRIPTION	SERIAL #	MODEL #	OTHER	WORKING/ NON WORKING
1	TELECOM 2 POST RACK				Working
1	CM6	SN092606008	LBW CM6HC-1DS3		Working
1	CM6	SN092606007	LBW CM6HC-1DS3		Working
1	Power Filter	SN0022	7570014200		Working
1	SPEAKER AMP		A19-68146-00		Working
					Working
					Working

RACK 2 Microwave Network Equipment

QUANTITY	DESCRIPTION	SERIAL #	MODEL #	OTHER	WORKING/ NON WORKING
1	TELECOM 2 POST RACK				Working
1	CM11		LBWCM11HC-MDSIN		Working
1	LARUS	SN00111691	5702/3A		Working
1	Power Filter	SN0026	7570014200		Working
1	Telect	666864004	PN010-000-4006		Working
1	Telect Cross Connect	1.65735E+11	PN010-000-4006		Working
					Working

RACK 3 Microwave Network Equipment

QUANTITY	DESCRIPTION	SERIAL #	MODEL #	OTHER	WORKING/ NON WORKING
1	TELECOM 2 POST RACK				Working
1	Power System	C10647-82	9RE215HFCAAO		Working
1	PS19-Twin Packs	C1060S-9630	7001900016		Working
1	PS19-Twin Packs	C1060S-9623	7001900016		Working
					Working
					Working
					Working

RACK 4 Microwave Network Equipment

QUANTITY	DESCRIPTION	SERIAL #	MODEL #	OTHER	WORKING/ NON WORKING
1	TELECOM 2 POST RACK				Working
1	Power System	C10647-83	9RE215HFCAAO		Working
1	PS19-Twin Packs	C10626-96438	7001900016		Working
1	PS19-Twin Packs	C10626-96492	7001900016		Working
					Working
					Working
					Working

RACK 5 Microwave Network Equipment

QUANTITY	DESCRIPTION	SERIAL #	MODEL #	OTHER	WORKING/ NON WORKING
1	TELECOM 2 POST RACK				Working
1	Power System	C10647-81	9RE215HFCAAO		Working
1	PS19-Twin Packs	C10605-9631	7001900016		Working
1	PS19-Twin Packs	C10626-96476	7001900016		Working
					Working
					Working
					Working

Commissioners Court - Regular Session **14.**

Meeting Date: 02/16/2016

Highlands at Mayfield Ranch Section 3 - Final Plat

Submitted For: Joe England **Submitted By:** Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 3 subdivision - Pct 3.

Background

This is the next section of the Highlands at Mayfield Ranch development. It consists of 89 single family lots and 3906 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Highlands at Mayfield Ranch - Final Plat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 09:03 AM
Form Started By: Stephen Jones-Meyer		Started On: 02/09/2016 03:41 PM
Final Approval Date: 02/11/2016		

Commissioners Court - Regular Session **15.**

Meeting Date: 02/16/2016

Discuss consider and take appropriate action on approval of the preliminary plat for the Gattis School Road SH 130 subdivision - Pct 4

Submitted For: Joe England **Submitted By:** Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Gattis School Road SH 130 subdivision - Pct 4

Background

This development consists of 3 commercial lots and no new roads.

Fiscal Impact

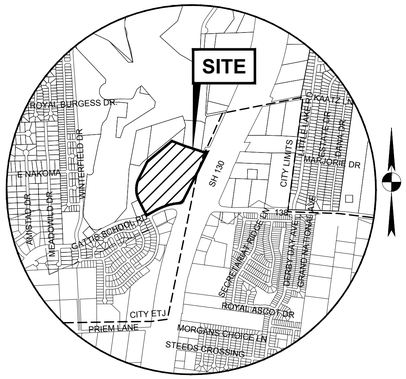
From/To	Acct No.	Description	Amount

Attachments

Gattis School Rd SH 130 Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 10:48 AM
Form Started By: Katheryn Cromwell		Started On: 02/11/2016 10:09 AM
Final Approval Date: 02/11/2016		



VICINITY MAP

N.T.S

OWNER/
DEVELOPER: HEB GROCERY COMPANY
646 SOUTH FLORES STREET
SAN ANTONIO, TX 78204
(210) 938-8238

ENGINEER: BURY, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
EMENDOZA@BURYINC.COM
(512) 328-0011

WATERSHED STATUS:

THIS SITE IS LOCATED IN THE BRUSHY CREEK WATERSHED. NO PORTION OF THE SITE LIES WITHIN THE EDWARDS AQUIFER TRANSITION OR RECHARGE ZONE.

FLOODPLAIN INFORMATION:

NO PORTION OF THE TRACT FALLS WITHIN THE BOUNDARIES OF THE 100 YR FLOOD PLAIN AS SHOWN IN THE FEMA FLOOD INSURANCE RATE MAP NO. 48491C0515E FOR WILLIAMSON COUNTY, DATED SEPTEMBER 26, 2008.

LEGAL DESCRIPTION:

29.990 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF THAT SAME 30.00 ACRES OF LAND CONVEYED TO HEB GROCERY COMPANY, L.P. IN DEED OF RECORD IN DOCUMENT NO. 2006027468 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BENCHMARK NOTE:

ELEVATIONS HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK

SITE BENCHMARK:
TBM 100: PK NAIL WITH BURY WASHER SET IN MEDIAN OF GATTIS SCHOOL ROAD AT THE INTERSECTION OF SH 130, ±105' SOUTHWEST OF SOUTHEASTERLY PROPERTY CORNER OF SUBJECT TRACT, ±60' SOUTH OF A TRAFFIC SIGNAL POLE.
ELEVATION=778.12'

TBM 101: PK NAIL WITH BURY WASHER SET ±6' FROM SACK OF CURB IN SIDEWALK ON SOUTHERLY SIDE OF GATTIS SCHOOL ROAD ±400' WEST OF THE INTERSECTION WITH SH 130, ±14' WEST OF A STORM SEWER MANHOLE.
ELEVATION=774.18'

TBM 105: IRON ROD WITH RED "BURY" CAP SET ±546' EAST OF THE NORHEASTERLY CORNER OF SUBJECT TRACK IN THE WESTERLY ROW OF SH 130, ±56' EAST OF A CONCRETE RCP.
ELEVATION=734.65'

BURY, INC. DATE
QA/QC REVIEW APPROVAL

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
Copyright © 2016

PRELIMINARY PLAT

FOR

GATTIS SCHOOL RD / SH 130 SUBDIVISION

ADDRESS : 5000 GATTIS SCHOOL ROAD

SUBMITTAL DATE : DECEMBER 4, 2015

SUBMITTED BY : 02/10/2016

ERICKSON B. MENDOZA, P.E. DATE
BURY, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

STATE OF TEXAS
ERICKSON B. MENDOZA
98086
LICENSED
PROFESSIONAL ENGINEER

PLAN SUBMITTALS:

NO.	DATE	COMMENTS
1	12/04/2015	FORMAL SUBMITTAL
2	01/22/2016	UPDATE #1
3	02/10/2016	UPDATE #2

I, ERICKSON B. MENDOZA, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

FILE: G:\101869\10005\CD Plat\Preliminary Plat\101869005CVR.dwg

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER
2	PRELIMINARY PLAT
3	EXISTING CONDITIONS
4	PRELIMINARY UTILITY PLAN
5	EXISTING DRAINAGE AREA MAP
6	PROPOSED DRAINAGE AREA MAP
7	PROPOSED GRADING PLAN

OWNER'S CERTIFICATION

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, HEB GROCERY COMPANY, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2006027468 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HERBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HERBY DEDICATE TO THE CITY OF HUTTO THE STREETS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF HUTTO MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS HEB HUTTO SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ___ DAY OF DECEMBER, 2015.

TODD A. PILAND
EXECUTIVE VICE PRESIDENT
HEB GROCERY COMPANY, LP, A TEXAS LIMITED PARTNERSHIP
646 SOUTH FLORES STREET
SAN ANTONIO, TEXAS 78204

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPREARED HEB GROCERY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ___ DAY OF DECEMBER, 2015.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC PRINTED OR TYPED NAME

MY COMMISSION EXPIRES ON: _____

SURVEYOR'S CERTIFICATION

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

TO CERTIFY WHICH, WITNESS BY MY HAND AND SEAL AT HUTTO, TEXAS, THIS ___ DAY OF DECEMBER, 2015.

MARK J. JEZISEK
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5267
STATE OF TEXAS
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

ENGINEER'S CERTIFICATION

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, ERICKSON B. MENDOZA, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CODES AND ORDIANCES OF THE CITY OF HUTTO, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND AND SEAL AT HUTTO, TEXAS, THIS ___ DAY OF DECEMBER, 2015.

ERICKSON B. MENDOZA
REGISTERED PROFESSIONAL ENGINEER NO. 98086
STATE OF TEXAS
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

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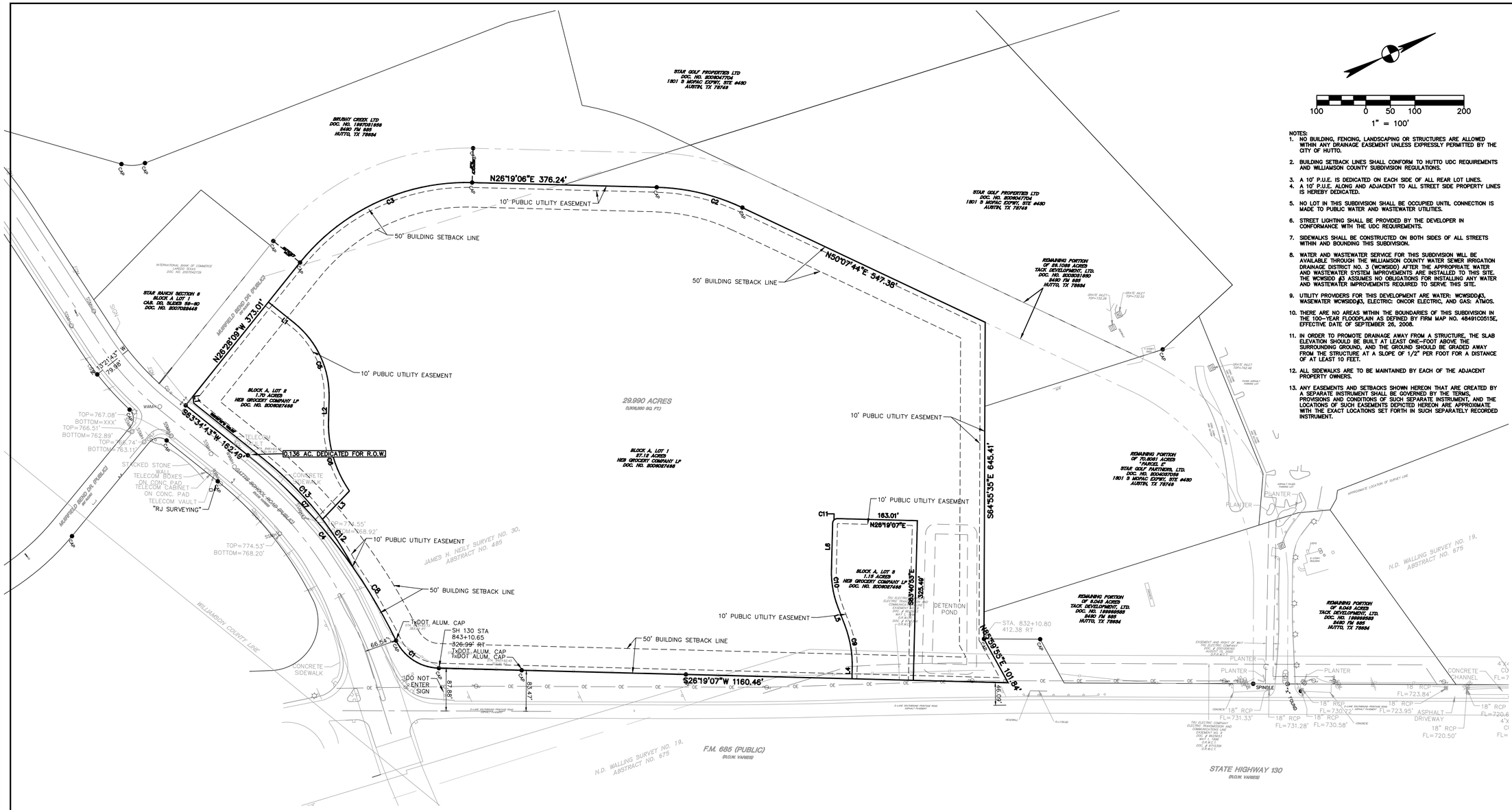

LINE TABLE		
NO.	BEARING	DISTANCE
(L1)	N63°47'34"W	68.43'
(L2)	S63°40'53"E	46.57'
(L3)	S21°26'55"E	79.63'
(L4)	N63°40'53"W	21.17'
(L5)	N86°10'53"W	38.70'
(L6)	N63°40'53"W	94.52'
(L7)	N71°28'55"W	14.14'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	109.22'	100.00'	62°34'39"	S57°38'29"W	103.87'
(C2)	180.74'	435.00'	23°48'21"	N38°12'42"E	179.44'
(C3)	400.75'	435.00'	52°47'06"	N00°04'29"W	386.73'
(C4)	487.50'	1100.00'	25°23'32"	S76°12'16"w	483.52'
(C5)	174.18'	190.00'	52°31'32"	S89°56'40"E	168.15'
(C6)	151.58'	240.00'	36°11'14"	S81°46'31"E	149.07'
(C7)	316.24'	1100.00'	16°28'19"	N71°44'39"E	315.15'

TOTAL SITE ACREAGE: 29.990 ACRES
NUMBER OF PROPOSED BLOCKS: 1
NUMNBER OF PROPOSED LOTS: 3

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C8)	171.26'	1100.00'	08°55'13"	N84°26'25"E	171.09'
(C9)	90.51'	230.50'	22°29'53"	N74°55'57"W	89.93'
(C10)	78.34'	199.50'	22°30'00"	N74°55'53"W	77.84'
(C11)	14.92'	9.50'	90°00'00"	N18°40'53"W	13.44'
(C12)	118.29'	698.00'	9°42'36"	S82°26'13"W	118.15'
(C13)	171.49'	698.00'	14°04'36"	S70°32'37"W	171.06'

APPROVAL | REVISION | NO. | DATE

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
Copyright © 2016

STATE OF TEXAS
ERICKSON B. MENDOZA
98086
LICENSED
PROFESSIONAL ENGINEER
02/10/2016

PRELIMINARY PLAT

DRAWN BY: PSD
DESIGNED BY: EBM
QA / QC:
PROJECT NO.: 101869-10005

SHEET 2 OF 7

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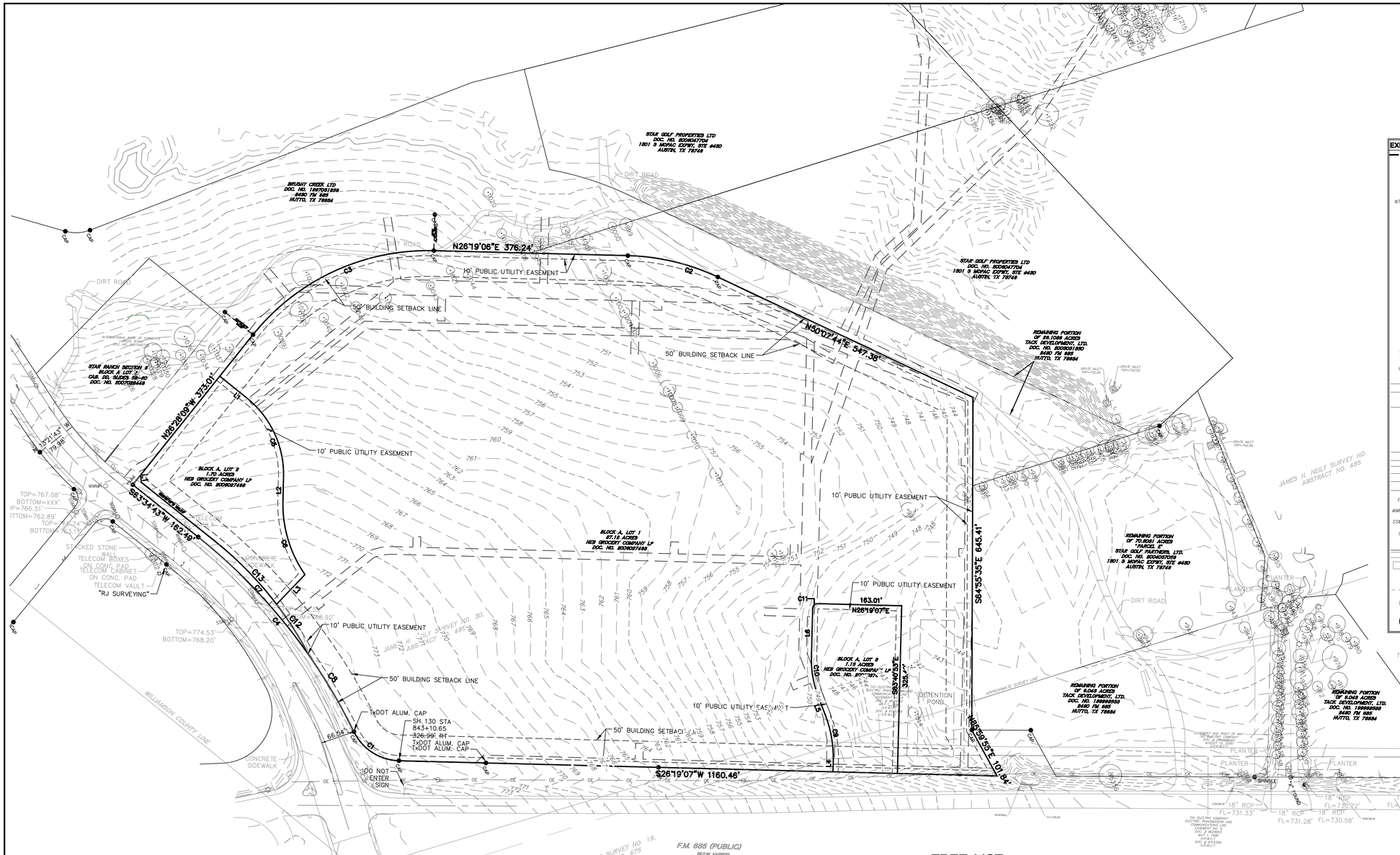

1" = 100'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/ (R.O.W.) LINE
(XXX)		RECORD INFORMATION
		LIGHT POLE
GL		GROUND LIGHT
		POWER POLE
		DOWN GUY
TMH		TELEPHONE MANHOLE
WTRMH		WATER MANHOLE
		WATER LINE MARKER
CMKR		UNDERGROUND CABLE MARKER
GMKR		UNDERGROUND GAS LINE MARKER
UTM		UNDERGROUND TELEPHONE MARKER
GRSR		GAS RISER
TRSR		TELEPHONE RISER
SPCB		SPRINKLER CONTROL BOX
		SWITCH GEAR & PAD
		TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		WATER METER VAULT (SIZE VARIES)
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
TCB		TRAFFIC CONTROL BOX
TSP		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET (SIZE VARIES)
		GREASE TRAP (SIZE VARIES)
SS		STORMSEWER LINE
W		WATER LINE
		FIRE LINE
WW		WASTEWATER LINE
		SINGLE WATER SERVICE
		DOUBLE WATER SERVICE
		SINGLE WW SERVICE
		DOUBLE WW SERVICE
G	G	GAS LINE
UE	UE	UNDERGROUND ELECTRIC LINE
OE	OE	OVERHEAD ELECTRIC
UT	UT	UNDERGROUND TELEPHONE
UC	UC	UNDERGROUND CABLE AND INTERNET
TC	U-COMM	TELECOMMUNICATIONS LINE
EMH		ELECTRIC MANHOLE (SIZE VARIES)
WWMH		WASTEWATER MANHOLE (SIZE VARIES)
SSMH		STORMSEWER MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
CO	CO	WASTEWATER CLEANOUT
		CURB & GUTTER
		EDGE OF PAVEMENT
		CONCRETE SIDEWALKS
	WALL	WALL
	FFE	FINISH FLOOR ELEVATION
678	678	CONTOUR
		TREE TO BE SAVED
		HERITAGE/MATURE TREE

NOTES:
1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. A 10' P.U.E. IS DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
3. A 10' P.U.E. ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
7. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE AVAILABLE THROUGH THE WILLIAMSON COUNTY WATER SEWER IRRIGATION DRAINAGE DISTRICT NO. 3 (WCWSIDD) AFTER THE APPROPRIATE WATER AND WASTEWATER SYSTEM IMPROVEMENTS ARE INSTALLED TO THIS SITE. THE WCWSIDD #3 ASSUMES NO OBLIGATIONS FOR INSTALLING ANY WATER AND WASTEWATER IMPROVEMENTS REQUIRED TO SERVE THIS SITE.
8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE
   WATER: WCWSIDD#3
   WASEWATER WCWSIDD#3
   ELECTRIC: ONCOR ELECTRIC.
   GAS: ATMOS ENERGY
9. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
11. EASEMENT FOR PUBLIC UTILITIES WILL BE DEDICATED BY FINAL PLAT.

TREE LIST

(R) – TREE TO BE REMOVED

NO.	DESCRIPTION
900	9" CRAPE MYRTLE (5, 4, 4)
901	11" LIVE OAK
902	9" CRAPE MYRTLE (4, 4, 3, 3)
903	9" CRAPE MYRTLE (5, 4, 4)
904	10" CRAPE MYRTLE (4, 4, 4, 4)
905	16" LIVE OAK (11, 9)
906	9" CRAPE MYRTLE (6, 5)
907	11" CRAPE MYRTLE (4, 4, 4, 3, 3)
908	9" HACKBERRY
909	10" CRAPE MYRTLE (4, 3, 3, 3, 2)
910	22" LIVE OAK
911	10" CRAPE MYRTLE (6, 4, 3)
912	10" HACKBERRY
913	8" PIN OAK
914	17" LIVE OAK
915	14" CRAPE MYRTLE (7, 5, 4, 4)
916	16" CRAPE MYRTLE (7, 6, 4, 4, 4)
917	13" CRAPE MYRTLE (7, 6, 5)
918	11" CRAPE MYRTLE (5, 4, 4, 4)
919	10" LIVE OAK
920	12" CRAPE MYRTLE (5, 5, 4, 3)
921	12" CRAPE MYRTLE (7, 5, 5)
922	16" CRAPE MYRTLE (7, 6, 6, 5)
923	12" CRAPE MYRTLE (6, 5, 3, 3)
924	12" CRAPE MYRTLE (6, 5, 4, 3)
925	14" LIVE OAK
926	12" CRAPE MYRTLE (5, 5, 4, 4)
927	9" CRAPE MYRTLE (5, 4, 4)
928	11" LIVE OAK
929	10" CRAPE MYRTLE (5, 4, 3, 3)
930	7" CRAPE MYRTLE (5, 4)
931	10" CRAPE MYRTLE (5, 4, 3, 3)
932	14" LIVE OAK
933	11" CRAPE MYRTLE (6, 6, 4)
934	9" CRAPE MYRTLE (5, 4, 4)
935	12" CRAPE MYRTLE (5, 5, 4, 4)
936	12" LIVE OAK
937	10" CRAPE MYRTLE (4, 3, 3, 3, 3)
938	8" CRAPE MYRTLE (4, 4, 3)
939	8" CRAPE MYRTLE (5, 5)
940	11" HACKBERRY (7, 7)
941	16" HACKBERRY (11, 9)
942	13" HACKBERRY
943	9" HACKBERRY (9, ILL)
944	11" HACKBERRY
945	11" HACKBERRY
946	17" HACKBERRY
947	9" CRAPE MYRTLE (5, 3, 3, 2)
948	11" CRAPE MYRTLE (5, 4, 4, 4)
949	10" SPANISH OAK
950	21" HACKBERRY (11, 7, 7, 6)
951	8" HACKBERRY
952	8" SPANISH OAK
953	10" LIVE OAK
954	11" LIVE OAK
955	9" MONTERREY OAK
956	9" LIVE OAK
957	10" LIVE OAK
958	10" LIVE OAK
959	8" LIVE OAK
960	10" LIVE OAK
961	7" LIVE OAK
962	8" CYPRESS
963	8" CYPRESS
964	9" CRAPE MYRTLE (5, 4, 4)
965	19" HACKBERRY
966	17" HACKBERRY (12, 9)
967	19" HACKBERRY (14, 10)
968	14" HACKBERRY
969	18" HACKBERRY
970	16" HACKBERRY
971	18" HACKBERRY (13, 10)
972	13" HACKBERRY
973	8" BOIS D'ARC
974	16" HACKBERRY (13, 6)
975	10" HACKBERRY
976	24" CRAPE MYRTLE (12, 9, 8, 7)
977	14" CRAPE MYRTLE (5, 5, 5, 4, 4)
978	17" LIVE OAK
979	9" LIVE OAK
980	9" LIVE OAK
981	20" HACKBERRY (14, 12)
982	10" HACKBERRY
983	16" HACKBERRY
984	9" HACKBERRY
985	12" HACKBERRY (8, 4, 4)
986	9" HACKBERRY
987	18" HACKBERRY
988	10" HACKBERRY
989	17" HACKBERRY (12, 10)
990	14" HACKBERRY (10, 8)
991	11" HACKBERRY
992	9" HACKBERRY (7, 4)
993	16" HACKBERRY (9, 7, 7)
(R) 994	8" HACKBERRY
(R) 995	10" HACKBERRY (7, 6)
(R) 996	16" HACKBERRY (9, 8, 6)
(R) 997	14" HACKBERRY
998	9" LIVE OAK
999	12" GUM BUMELIA (8, 7)
1000	8" HACKBERRY
1001	14" CEDAR ELM
(R) 1002	16" HACKBERRY
(R) 1003	11" HACKBERRY (11, ILL)
(R) 1004	10" HACKBERRY
(R) 1005	18" HACKBERRY
(R) 1006	8" GUM BUMELIA
(R) 1007	16" HACKBERRY (11, 9)
(R) 1008	11" HACKBERRY (7, 7, ILL)
(R) 1009	10" HACKBERRY
(R) 1010	9" GUM BUMELIA
(R) 1011	12" HACKBERRY
(R) 1012	9" HACKBERRY
(R) 1013	16" HACKBERRY (11, 10)
(R) 1014	13" HACKBERRY
1015	8" HACKBERRY
1016	10" CEDAR
1017	8" BOIS D'ARC
1018	11" CEDAR
1019	9" CEDAR
1020	9" CEDAR
1021	8" CEDAR
(R) 1022	12" CEDAR
1023	29" CEDAR (12, 12, 11, 11)
(R) 1024	28" CEDAR (12, 12, 10, 10)
(R) 1025	18" CEDAR (12, 12)
1026	17" CHINABERRY (12, 9)
1027	9" HACKBERRY
1028	18" BOIS D'ARC (11, 7, 6)
1029	10" HACKBERRY
1030	9" BOIS D'ARC
1031	13" BOIS D'ARC (9, 7)
1032	17" BOIS D'ARC (13, 8)
1033	8" BOIS D'ARC
1034	9" HACKBERRY
1035	10" HACKBERRY (10, ILL)
1036	20" CEDAR (14, 12)
(R) 1037	11" HACKBERRY (11, ILL)
(R) 1038	8" HACKBERRY
(R) 1039	8" HACKBERRY
1040	9" GUM BUMELIA
1041	10" CEDAR
(R) 1042	12" CEDAR (8, 8)
1043	8" CEDAR
1044	9" CEDAR
1045	8" HACKBERRY
5356	22" HACKBERRY
6002	11" LIVE OAK

LINE TABLE		
NO.	BEARING	DISTANCE
(L1)	N63°47'34"W	68.43'
(L2)	S63°40'53"E	46.57'
(L3)	S21°26'55"E	79.63'
(L4)	N63°40'53"W	21.17'
(L5)	N86°10'53"W	38.70'
(L6)	N63°40'53"W	94.52'
(L7)	N71°28'55"W	14.14'

TOTAL SITE ACREAGE: 29.990 ACRES
NUMBER OF PROPOSED BLOCKS: 1
NUMNBER OF PROPOPOSED LOTS: 3

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	109.22'	100.00'	62°34'39"	S57°38'29"W	103.87'
(C2)	180.74'	435.00'	23°48'21"	N38°12'42"E	179.44'
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(C4)	487.50'	1100.00'	25°23'32"	S76°12'16"W	483.52'
(C5)	174.18'	190.00'	52°31'32"	S89°56'40"E	168.15'
(C6)	151.58'	240.00'	36°11'14"	S81°46'31"E	149.07'
(C7)	316.24'	1100.00'	16°28'19"	N71°44'39"E	315.15'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C8)	171.26'	1100.00'	08°55'13"	N84°26'25"E	171.09'
(C9)	90.51'	230.50'	22°29'53"	N74°55'57"W	89.93'
(C10)	78.34'	199.50'	22°30'00"	N74°55'53"W	77.84'
(C11)	14.92'	9.50'	90°00'00"	N18°40'53"W	13.44'
(C12)	118.29'	698.00'	9°42'36"	S82°26'13"W	118.15'
(C13)	171.49'	698.00'	14°04'36"	S70°32'37"W	171.06'

APPROVAL | REVISION | NO. | DATE

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax. (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500

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STATE OF TEXAS
ERICKSON B. MENDOZA
98086
LICENSED
PROFESSIONAL ENGINEER
02/10/2016

EXISTING CONDITIONS

DRAWN BY: PSD
DESIGNED BY: EBM
QA / QC:
PROJECT NO.: 101869-10005

SHEET 3 OF 7

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LINE TABLE		
NO.	BEARING	DISTANCE
(L1)	N63°47'34"W	68.43'
(L2)	S63°40'53"E	46.57'
(L3)	S21°26'55"E	79.63'
(L4)	N63°40'53"W	21.17'
(L5)	N86°10'53"W	38.70'
(L6)	N63°40'53"W	94.52'
(L7)	N71°28'55"W	14.14'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	109.22'	100.00'	62°34'39"	S57°38'29"W	103.87'
(C2)	180.74'	435.00'	23°48'21"	N38°12'42"E	179.44'
(C3)	400.75'	435.00'	52°47'06"	N00°04'29"W	386.73'
(C4)	487.50'	1100.00'	25°23'32"	S76°12'16"w	483.52'
(C5)	174.18'	190.00'	52°31'32"	S89°56'40"E	168.15'
(C6)	151.58'	240.00'	36°11'14"	S81°46'31"E	149.07'
(C7)	316.24'	1100.00'	16°28'19"	N71°44'39"E	315.15'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C8)	171.26'	1100.00'	08°55'13"	N84°26'25"E	171.09'
(C9)	90.51'	230.50'	22°29'53"	N74°55'57"W	89.93'
(C10)	78.34'	199.50'	22°30'00"	N74°55'53"W	77.84'
(C11)	14.92'	9.50'	90°00'00"	N18°40'53"W	13.44'
(C12)	118.29'	698.00'	9°42'36"	S82°26'13"W	118.15'
(C13)	171.49'	698.00'	14°04'36"	S70°32'37"W	171.06'

TOTAL SITE ACREAGE: 29.990 ACRES
NUMBER OF PROPOSED BLOCKS: 1
NUMBER OF PROPOPOSED LOTS: 3

100 0 50 100 200
1" = 100'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/ (R.O.W.) LINE
(XXX)		RECORD INFORMATION
		LIGHT POLE
		GROUND LIGHT
		POWER POLE
		DOWN GUY
TMH		TELEPHONE MANHOLE
WTRMH		WATER MANHOLE
		WATER LINE MARKER
UMKR		UNDERGROUND CABLE MARKER
GMKR		UNDERGROUND GAS LINE MARKER
UGTM		UNDERGROUND TELEPHONE MARKER
GRSR		GAS RISER
TRSR		TELEPHONE RISER
SPCB		SPRINKLER CONTROL BOX
		SWITCH GEAR & PAD
	T	TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		WATER METER VAULT (SIZE VARIES)
		CABLE TV RISER
	E	ELECTRIC BOX
E	E	ELECTRIC METER
G	G	GAS METER
GV	GV	GAS VALVE
TCB	TCB	TRAFFIC CONTROL BOX
TSP	TSP	TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET (SIZE VARIES)
		GREASE TRAP (SIZE VARIES)
SS	SS	STORMSEWER LINE
W	W	WATER LINE
		FIRE LINE
WW	WW	WASTEWATER LINE
		SINGLE WATER SERVICE
		DOUBLE WATER SERVICE
		SINGLE WW SERVICE
		DOUBLE WW SERVICE
G	G	GAS LINE
UE	UE	UNDERGROUND ELECTRIC LINE
OE	OE	OVERHEAD ELECTRIC
UT	UT	UNDERGROUND TELEPHONE
UC	UC	UNDERGROUND CABLE AND INTERNET
TC	U-COMM	TELECOMMUNICATIONS LINE
EMH		ELECTRIC MANHOLE (SIZE VARIES)
WWMH		WASTEWATER MANHOLE (SIZE VARIES)
SSMH		STORMSEWER MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
CO	CO	WASTEWATER CLEANOUT
		CURB & GUTTER
		EDGE OF PAVEMENT
		CONCRETE SIDEWALKS
		WALL
	FFE	FINISH FLOOR ELEVATION
678	678	CONTOUR
		TREE TO BE SAVED
		HERITAGE/MATURE TREE

NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
2. A 10' P.U.E. IS DEDICATED ON EACH SIDE OF ALL REAR LOT LINES.
3. A 10' P.U.E. ALONG AND ADJACENT TO ALL STREET SIDE PROPERTY LINES IS HEREBY DEDICATED.
4. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
5. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER IN CONFORMANCE WITH THE UDC REQUIREMENTS.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL STREETS WITHIN AND BOUNDING THIS SUBDIVISION.
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8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE
   WATER: WCWSIDD#3
   WASEWATER WCWSIDD#3
   ELECTRIC: ONCOR ELECTRIC
   GAS: ATMOST ENERGY
9. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
11. EASEMENT FOR PUBLIC UTILITIES WILL BE DEDICATED BY FINAL PLAT.

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STATE OF TEXAS
ERICKSON B. MENDOZA
98086
LICENSED
PROFESSIONAL ENGINEER
02/10/2016

DATE	NO.	REVISION	APPROVAL

PRELIMINARY UTILITY PLAN

DRAWN BY: PSD
DESIGNED BY: EBM
QA / QC:
PROJECT NO.: 101869-10005

SHEET 4 OF 7

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LINE TABLE		
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(L1)	N63°47'34"W	68.43'
(L2)	S63°40'53"E	46.57'
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BURY

Project Name: HEB Hutto Site Plan
Project Number: 101869-10006
Project Engineer: EBM
Date Prepared: 1/21/2016

RATIONAL METHOD CALCULATIONS FOR STREET FLOW SUB-BASINS

References: *City of Austin Drainage Criteria Manual*

Formulas: Rational Method
Q = CiA
Q = design flow (cfs)
C = weighted 'C' coefficient
i = Intensity (in/hr)

Intensity (in/hr) **i = a / ((T$_c$+b)^c)**

	2-year	10-year	25-year	100-year
a=	54.767	70.82	82.936	118.3
b=	11.051	10.396	10.746	13.185
c=	0.8116	0.7725	0.7634	0.7736

Sub-Basin ID	Area (ac)	Tc (min)	2-YEAR Intensity (in/hr)	2-YEAR Weighted 'C' Value	2-YEAR Q_2 (cfs)	10-YEAR Intensity	10-YEAR Weighted 'C' Value	10-YEAR Q_{10} (cfs)	25-YEAR Intensity	25-YEAR Weighted 'C' Value	25-YEAR Q_{25} (cfs)	100-YEAR Intensity	100-YEAR Weighted 'C' Value	100-YEAR Q_{100} (cfs)
Existing DA														
E1	16.52	26.3	2.90	0.29	13.88	4.38	0.35	25.31	5.26	0.39	33.88	6.88	0.46	52.30
E2	13.47	19.8	3.39	0.29	13.23	5.09	0.35	24.00	6.10	0.39	32.02	7.91	0.46	49.03
Total				**0.29**	**27.1**		**0.35**	**49.3**		**0.39**	**65.9**		**0.46**	**101.3**

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LICENSED
PROFESSIONAL ENGINEER
02/10/2016

NO.	DATE	APPROVAL

REVISION

EXISTING DRAINAGE AREA MAP

DRAWN BY: PSD
DESIGNED BY: EBM
QA / QC:
PROJECT NO.: 101869-10005

SHEET 5 OF 7

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BURY

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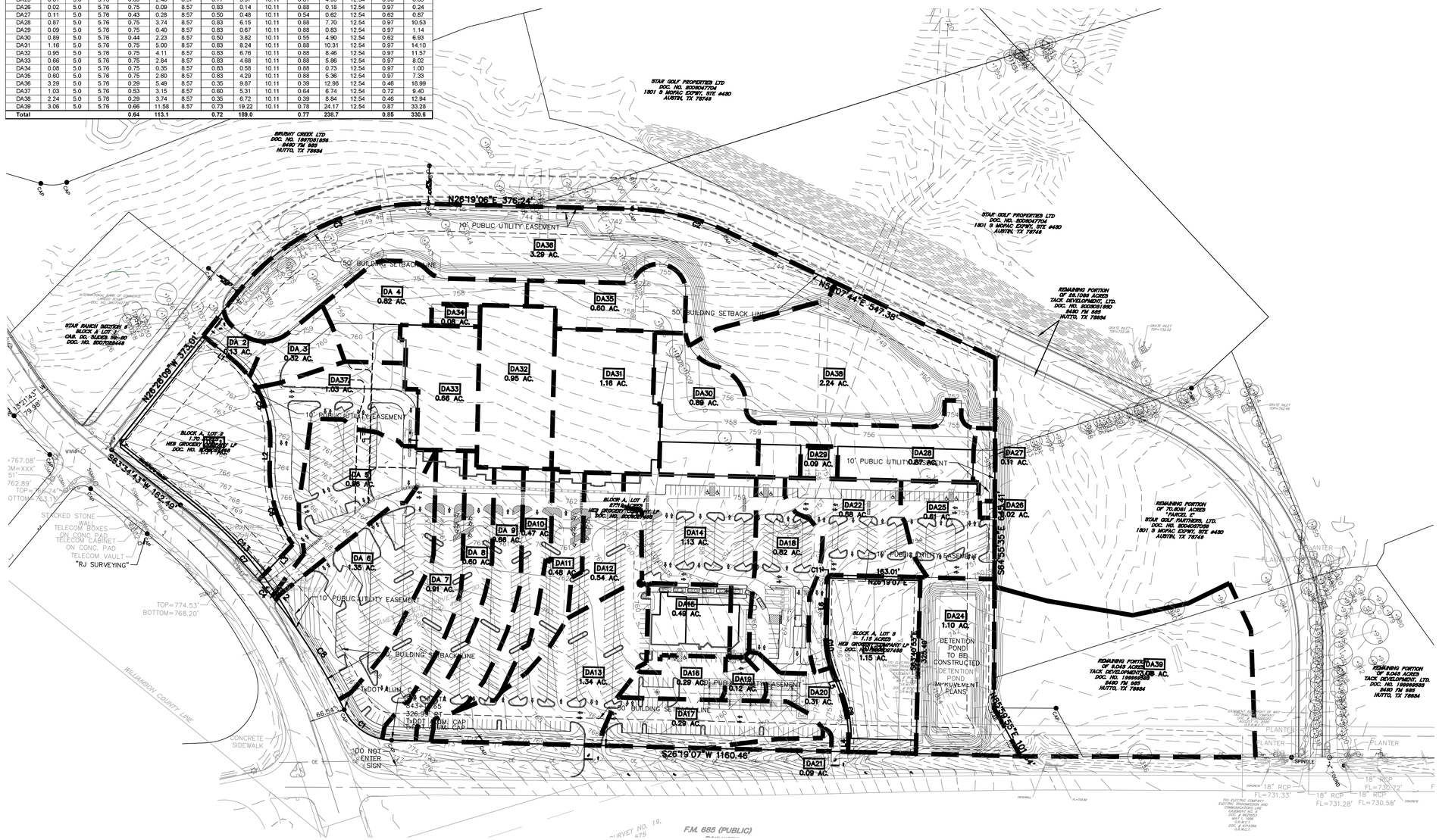
Proposed DA														
DA1	1.71	5.0	5.76	0.66	6.47	8.57	0.73	10.75	10.11	0.78	13.51	12.54	0.87	18.61
DA2	0.13	5.0	5.76	0.70	0.51	8.57	0.77	0.84	10.11	0.82	1.05	12.54	0.91	1.44
DA3	0.32	5.0	5.76	0.55	1.02	8.57	0.62	1.71	10.11	0.67	2.16	12.54	0.75	3.01
DA4	0.82	5.0	5.76	0.64	3.03	8.57	0.72	5.04	10.11	0.76	6.35	12.54	0.85	8.75
DA5	0.96	5.0	5.76	0.69	3.81	8.57	0.76	6.30	10.11	0.81	7.91	12.54	0.90	10.87
DA6	1.35	5.0	5.76	0.56	4.38	8.57	0.64	7.36	10.11	0.68	9.31	12.54	0.76	12.93
DA7	0.91	5.0	5.76	0.70	3.65	8.57	0.77	6.04	10.11	0.82	7.58	12.54	0.91	10.41
DA8	0.60	5.0	5.76	0.71	2.44	8.57	0.78	4.03	10.11	0.83	5.05	12.54	0.92	6.93
DA9	0.66	5.0	5.76	0.71	2.70	8.57	0.79	4.46	10.11	0.84	5.59	12.54	0.93	7.67
DA10	0.47	5.0	5.76	0.72	1.97	8.57	0.80	3.25	10.11	0.85	4.07	12.54	0.94	5.57
DA11	0.48	5.0	5.76	0.74	2.04	8.57	0.81	3.36	10.11	0.86	4.21	12.54	0.95	5.76
DA12	0.54	5.0	5.76	0.73	2.28	8.57	0.81	3.77	10.11	0.86	4.72	12.54	0.95	6.46
DA13	1.34	5.0	5.76	0.67	5.20	8.57	0.75	8.62	10.11	0.80	10.83	12.54	0.89	14.89
DA14	1.13	5.0	5.76	0.72	4.67	8.57	0.80	7.71	10.11	0.84	9.66	12.54	0.93	13.24
DA15	0.49	5.0	5.76	0.71	1.98	8.57	0.79	3.28	10.11	0.84	4.11	12.54	0.92	5.63
DA16	0.29	5.0	5.76	0.75	1.24	8.57	0.83	2.04	10.11	0.88	2.56	12.54	0.97	3.50
DA17	0.71	5.0	5.76	0.64	2.62	8.57	0.71	4.37	10.11	0.76	5.49	12.54	0.85	7.58
DA18	0.82	5.0	5.76	0.68	3.23	8.57	0.76	5.35	10.11	0.81	6.71	12.54	0.90	9.23
DA19	0.12	5.0	5.76	0.75	0.52	8.57	0.83	0.86	10.11	0.88	1.07	12.54	0.97	1.47
DA20	0.31	5.0	5.76	0.75	1.32	8.57	0.83	2.18	10.11	0.88	2.73	12.54	0.97	3.73
DA21	0.09	5.0	5.76	0.29	0.15	8.57	0.35	0.26	10.11	0.39	0.35	12.54	0.46	0.51
DA22	0.88	5.0	5.76	0.71	3.62	8.57	0.79	5.99	10.11	0.84	7.50	12.54	0.93	10.29
DA23	1.15	5.0	5.76	0.66	4.37	8.57	0.73	7.25	10.11	0.78	9.12	12.54	0.87	12.56
DA24	1.10	5.0	5.76	0.29	1.85	8.57	0.35	3.31	10.11	0.39	4.36	12.54	0.46	6.37
DA25	0.61	5.0	5.76	0.69	2.40	8.57	0.77	3.97	10.11	0.81	4.99	12.54	0.90	6.85
DA26	0.02	5.0	5.76	0.75	0.09	8.57	0.83	0.14	10.11	0.88	0.18	12.54	0.97	0.24
DA27	0.11	5.0	5.76	0.43	0.28	8.57	0.50	0.48	10.11	0.54	0.62	12.54	0.62	0.87
DA28	0.87	5.0	5.76	0.75	3.74	8.57	0.83	6.15	10.11	0.88	7.70	12.54	0.97	10.53
DA29	0.09	5.0	5.76	0.75	0.40	8.57	0.83	0.67	10.11	0.88	0.83	12.54	0.97	1.14
DA30	0.89	5.0	5.76	0.44	2.23	8.57	0.50	3.82	10.11	0.55	4.90	12.54	0.62	6.93
DA31	1.16	5.0	5.76	0.75	5.00	8.57	0.83	8.24	10.11	0.88	10.31	12.54	0.97	14.10
DA32	0.95	5.0	5.76	0.75	4.11	8.57	0.83	6.76	10.11	0.88	8.46	12.54	0.97	11.57
DA33	0.66	5.0	5.76	0.75	2.84	8.57	0.83	4.68	10.11	0.88	5.86	12.54	0.97	8.02
DA34	0.08	5.0	5.76	0.75	0.35	8.57	0.83	0.58	10.11	0.88	0.73	12.54	0.97	1.00
DA35	0.60	5.0	5.76	0.75	2.60	8.57	0.83	4.29	10.11	0.88	5.36	12.54	0.97	7.33
DA36	3.29	5.0	5.76	0.29	5.49	8.57	0.35	9.87	10.11	0.39	12.98	12.54	0.46	18.99
DA37	1.03	5.0	5.76	0.53	3.15	8.57	0.60	5.31	10.11	0.64	6.74	12.54	0.72	9.40
DA38	2.24	5.0	5.76	0.29	3.74	8.57	0.35	6.72	10.11	0.39	8.84	12.54	0.46	12.94
DA39	3.06	5.0	5.76	0.66	11.58	8.57	0.73	19.22	10.11	0.78	24.17	12.54	0.87	33.28
Total				**0.64**	**113.1**		**0.72**	**189.0**		**0.77**	**238.7**		**0.85**	**330.6**

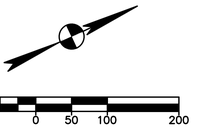
LINE TABLE		
NO.	BEARING	DISTANCE
(L1)	N63°47'34"W	68.43'
(L2)	S63°40'53"E	46.57'
(L3)	S21°26'55"E	79.63'
(L4)	N63°40'53"W	21.17'
(L5)	N86°10'53"W	38.70'
(L6)	N63°40'53"W	94.52'
(L7)	N71°28'55"W	14.14'

TOTAL SITE ACREAGE: 29.990 ACRES
NUMBER OF PROPOSED BLOCKS: 1
NUMBER OF PROPOPOSED LOTS: 3

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C1)	109.22'	100.00'	62°34'39"	S57°38'29"W	103.87'
(C2)	180.74'	435.00'	23°48'21"	N38°12'42"E	179.44'
(C3)	400.75'	435.00'	52°47'06"	N00°04'29"W	386.73'
(C4)	487.50'	1100.00'	25°23'32"	S76°12'16"W	483.52'
(C5)	174.18'	190.00'	52°31'32"	S89°56'40"E	168.15'
(C6)	151.58'	240.00'	36°11'14"	S81°46'31"E	149.07'
(C7)	316.24'	1100.00'	16°28'19"	N71°44'39"E	315.15'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
(C8)	171.26'	1100.00'	08°55'13"	N84°26'25"E	171.09'
(C9)	90.51'	230.50'	22°29'53"	N74°55'57"W	89.93'
(C10)	78.34'	199.50'	22°30'00"	N74°55'53"W	77.84'
(C11)	14.92'	9.50'	90°00'00"	N18°40'53"W	13.44'
(C12)	118.29'	698.00'	9°42'36"	S82°26'13"W	118.15'
(C13)	171.49'	698.00'	14°04'36"	S70°32'37"W	171.06'





LEGEND

EXISTING	PROPOSED	DESCRIPTION
(XXX)		PROPERTY LINE/ (R.O.W.) LINE RECORD INFORMATION
		LIGHT POLE
GL		GROUND LIGHT
		POWER POLE
G		DOWN GUY
TMH		TELEPHONE MANHOLE
WTRMH		WATER MANHOLE
WVLV		WATER LINE MARKER
UGCM		UNDERGROUND CABLE MARKER
GMKR		UNDERGROUND GAS LINE MARKER
UGTM		UNDERGROUND TELEPHONE MARKER
GRSR		GAS RISER
TRSR		TELEPHONE RISER
SPK		SPRINKLER CONTROL BOX
SWGR	SWGR	SWITCH GEAR & PAD
	T	TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
	WMV	WATER METER VAULT (SIZE VARIES)
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
TCMC	TCMC	TRAFFIC CONTROL BOX
TSP	TSP	TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET (SIZE VARIES)
		GREASE TRAP (SIZE VARIES)
SS	SS	STORMSEWER LINE
W	W	WATER LINE
		FIRE LINE
WW	WW	WASTEWATER LINE
		SINGLE WATER SERVICE
		DOUBLE WATER SERVICE
		SINGLE WW SERVICE
		DOUBLE WW SERVICE
G	G	GAS LINE
UE	UE	UNDERGROUND ELECTRIC LINE
OE	OE	OVERHEAD ELECTRIC
UT	UT	UNDERGROUND TELEPHONE
UC	UC	UNDERGROUND CABLE AND INTERNET
TC	U-COMM	TELECOMMUNICATIONS LINE
EMH	E	ELECTRIC MANHOLE (SIZE VARIES)
WMH		WASTEWATER MANHOLE (SIZE VARIES)
SSMH		STORMSEWER MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
CO	CO	WASTEWATER CLEANOUT
		CURB & GUTTER
		EDGE OF PAVEMENT
		CONCRETE SIDEWALKS
		WALL
	FFE	FINISH FLOOR ELEVATION
678	678	CONTOUR
		TREE TO BE SAVED
		HERITAGE/MATURE TREE

NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO.
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8. UTILITY PROVIDERS FOR THIS DEVELOPMENT ARE
   WATER: WCWSIDD#3
   WASTEWATER WCWSIDD#3
   ELECTRIC: ONCOR ELECTRIC.
   GAS: ATMOS ENERGY
9. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100-YEAR FLOODPLAIN AS DEFINED BY FIRM MAP NO. 48491C0515E, EFFECTIVE DATE OF SEPTEMBER 26, 2008.
10. IN ORDER TO PROMOTE DRAINAGE AWAY FROM A STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
11. EASEMENT FOR PUBLIC UTILITIES WILL BE DEDICATED BY FINAL PLAT.

APPROVAL | REVISION | NO. | DATE

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500

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STATE OF TEXAS
ERICKSON B. MENDOZA
98086
LICENSED
PROFESSIONAL ENGINEER
02/10/2016

PROPOSED DRAINAGE AREA MAP

DRAWN BY: PSD
DESIGNED BY: EBM
QA / QC:
PROJECT NO.: 101869-10005

SHEET 6 OF 7

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(L1)	N63°47'34"W	68.43'
(L2)	S63°40'53"E	46.57'
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TOTAL SITE ACREAGE: 29.990 ACRES
NUMBER OF PROPOSED BLOCKS: 1
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100 0 50 100 200
1" = 100'

LEGEND

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UMKR		UNDERGROUND CABLE MARKER
GMKR		UNDERGROUND GAS LINE MARKER
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		TRANSFORMER (SIZE VARIES)
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		WATER VALVE
		WATER METER
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		ELECTRIC BOX
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		GAS VALVE
TCB		TRAFFIC CONTROL BOX
TSP		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET (SIZE VARIES)
		GREASE TRAP (SIZE VARIES)
SS		STORMSEWER LINE
W		WATER LINE
		FIRE LINE
WW		WASTEWATER LINE
		SINGLE WATER SERVICE
		DOUBLE WATER SERVICE
		SINGLE WW SERVICE
		DOUBLE WW SERVICE
G	G	GAS LINE
UE	UE	UNDERGROUND ELECTRIC LINE
OE	OE	OVERHEAD ELECTRIC
UT	UT	UNDERGROUND TELEPHONE
UC	UC	UNDERGROUND CABLE AND INTERNET
TC	U-COMM	TELECOMMUNICATIONS LINE
EMH		ELECTRIC MANHOLE (SIZE VARIES)
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BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
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TBPE # F-1048 TBPLS # F-10107500

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ERICKSON B. MENDOZA
98086
LICENSED
PROFESSIONAL ENGINEER
02/10/2016

APPROVAL | REVISION | NO. | DATE

PROPOSED GRADING PLAN

DRAWN BY: PSD
DESIGNED BY: EBM
QA / QC:
PROJECT NO.: 101869-10005

SHEET 7 OF 7

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Commissioners Court - Regular Session **16.**

Meeting Date: 02/16/2016

Burn Ban

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding the Burn Ban for Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	02/11/2016 09:06 AM
Form Started By: Wendy Coco		Started On: 02/11/2016 09:05 AM
Final Approval Date: 02/11/2016		

Commissioners Court - Regular Session **17.**

Meeting Date: 02/16/2016

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 February 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

February CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 02:16 PM
Form Started By: Dawn Haggard		Started On: 02/11/2016 11:18 AM
Final Approval Date: 02/11/2016		

ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

WILLIAMSON COUNTY
1848

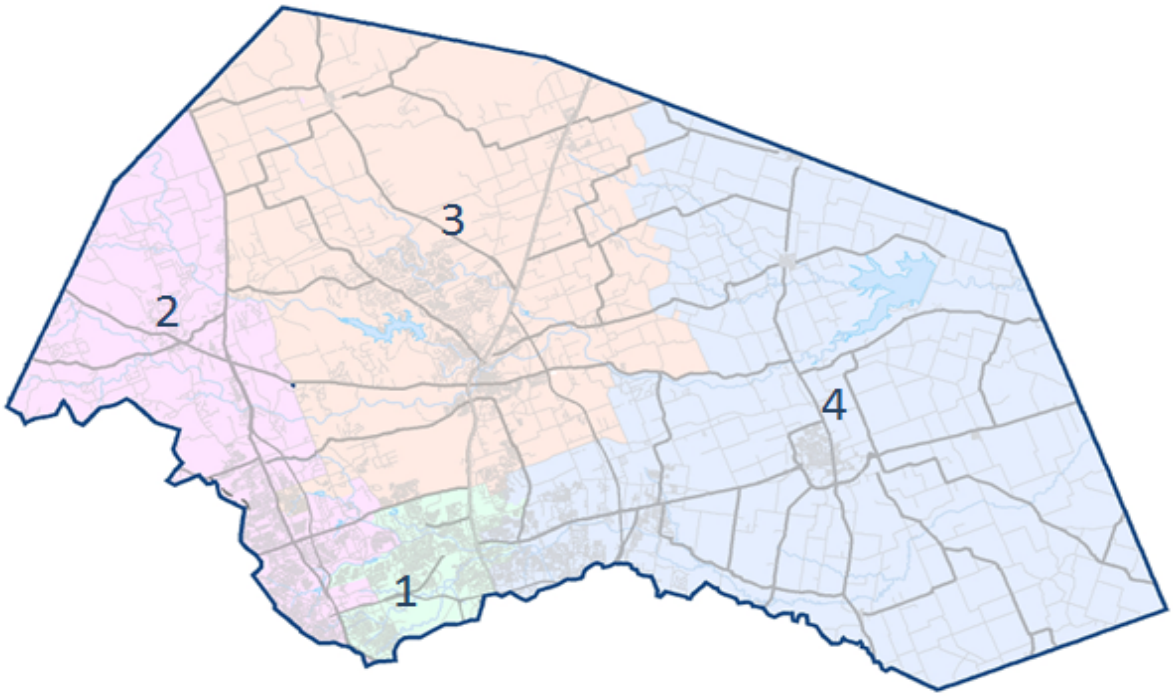
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

February 2016

WWW.ROADBOND.ORG

Volume XV - Issue No.02



Presented By:

PRIME STRATEGIES, INC.

HNTB

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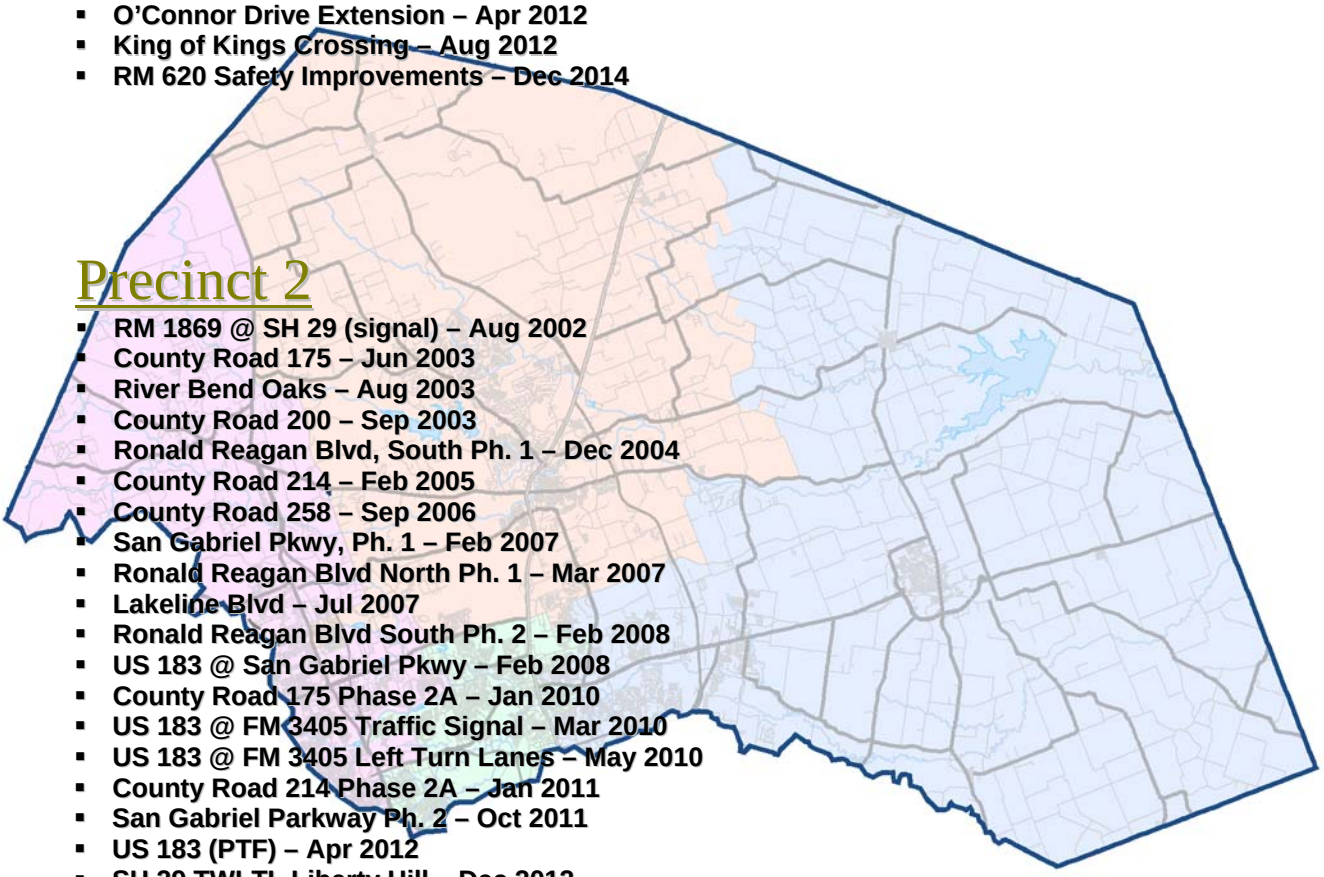
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2016

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**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 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**

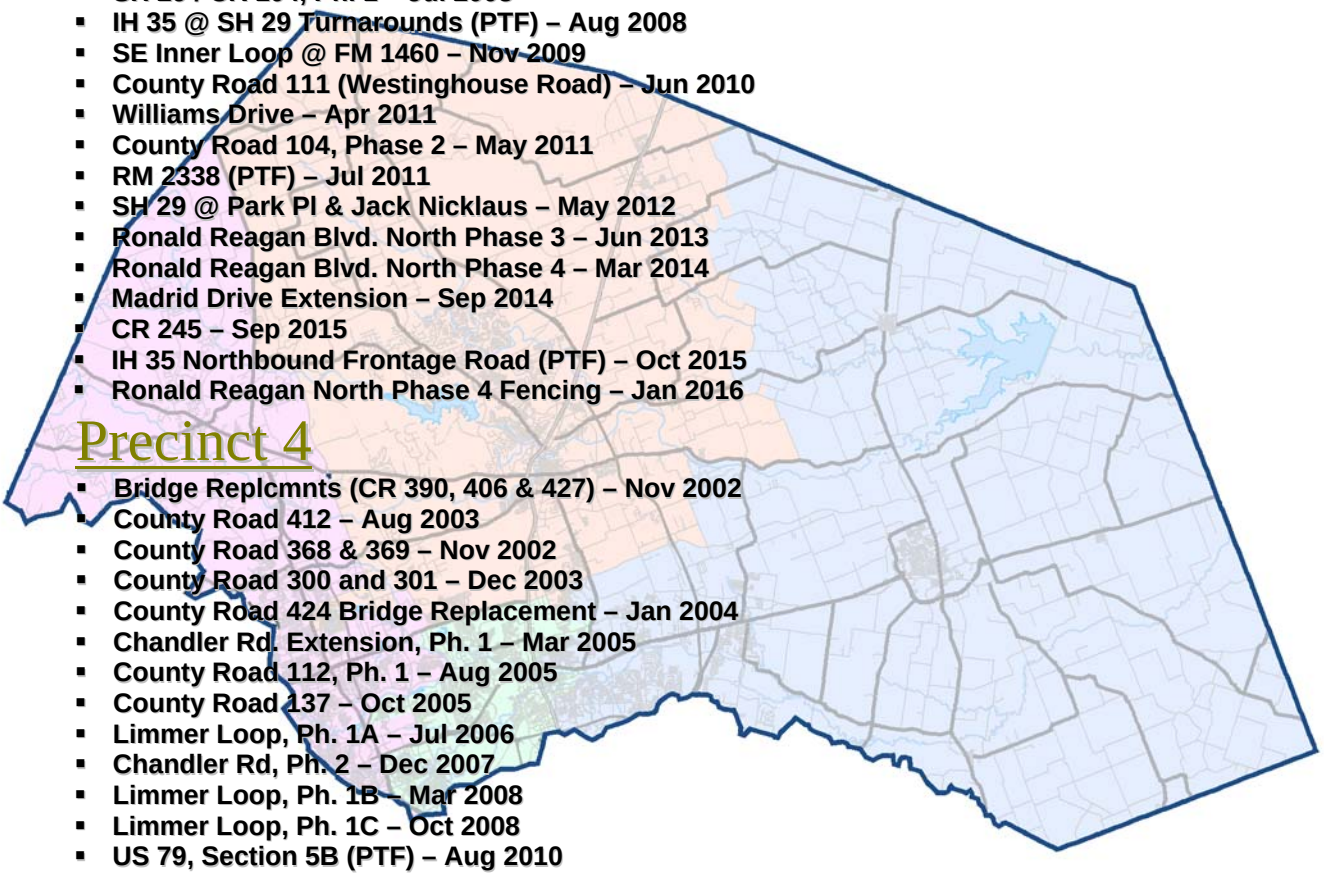
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JANUARY 2016

Precinct 3

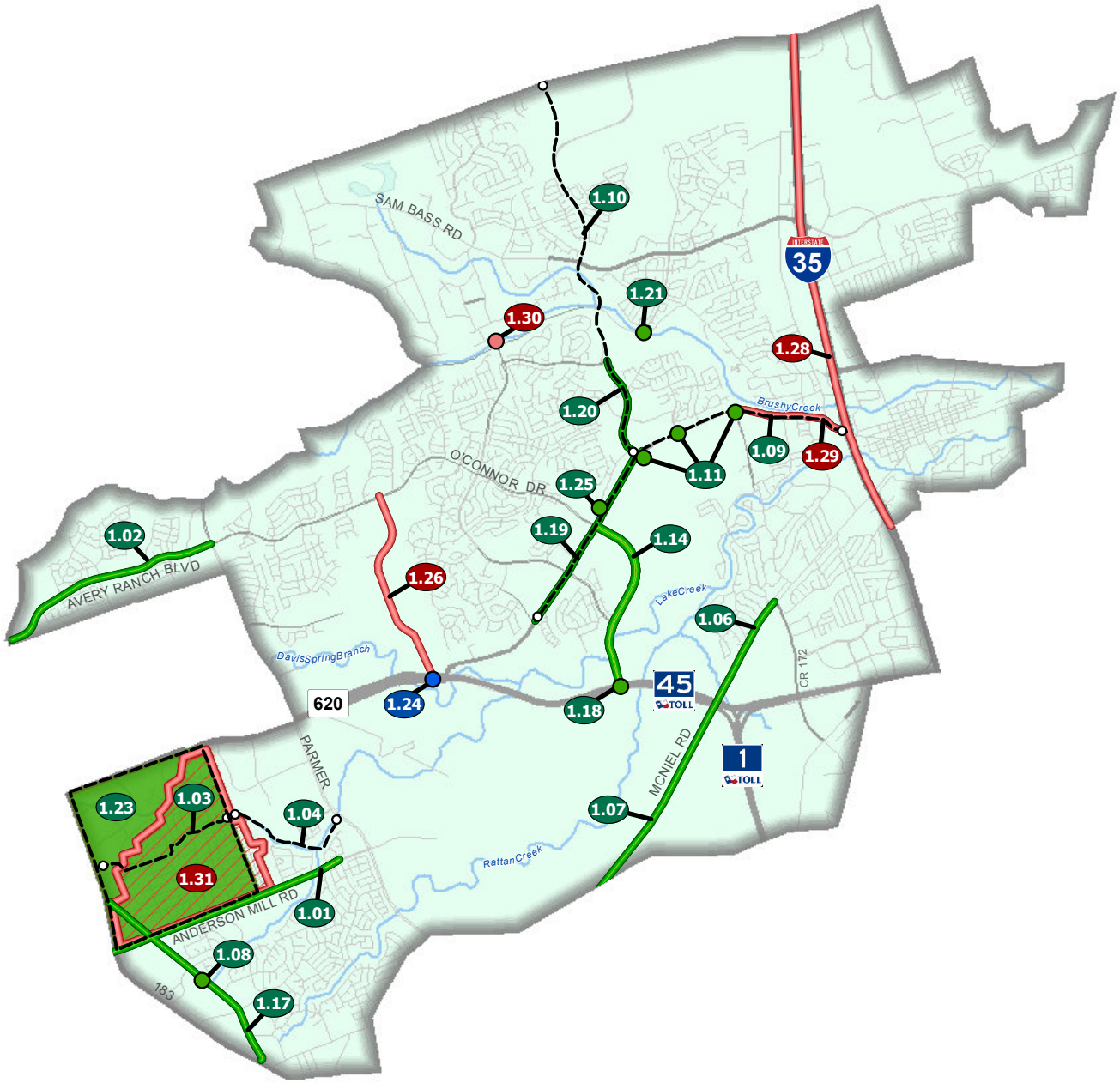
- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop Project 2 – Jun 2004**
- **Georgetown Inner Loop East Extension – Aug 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **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**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**



Precinct 4

- **Bridge Replcmnts (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**

2006 Road Bond Program Projects
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 at 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

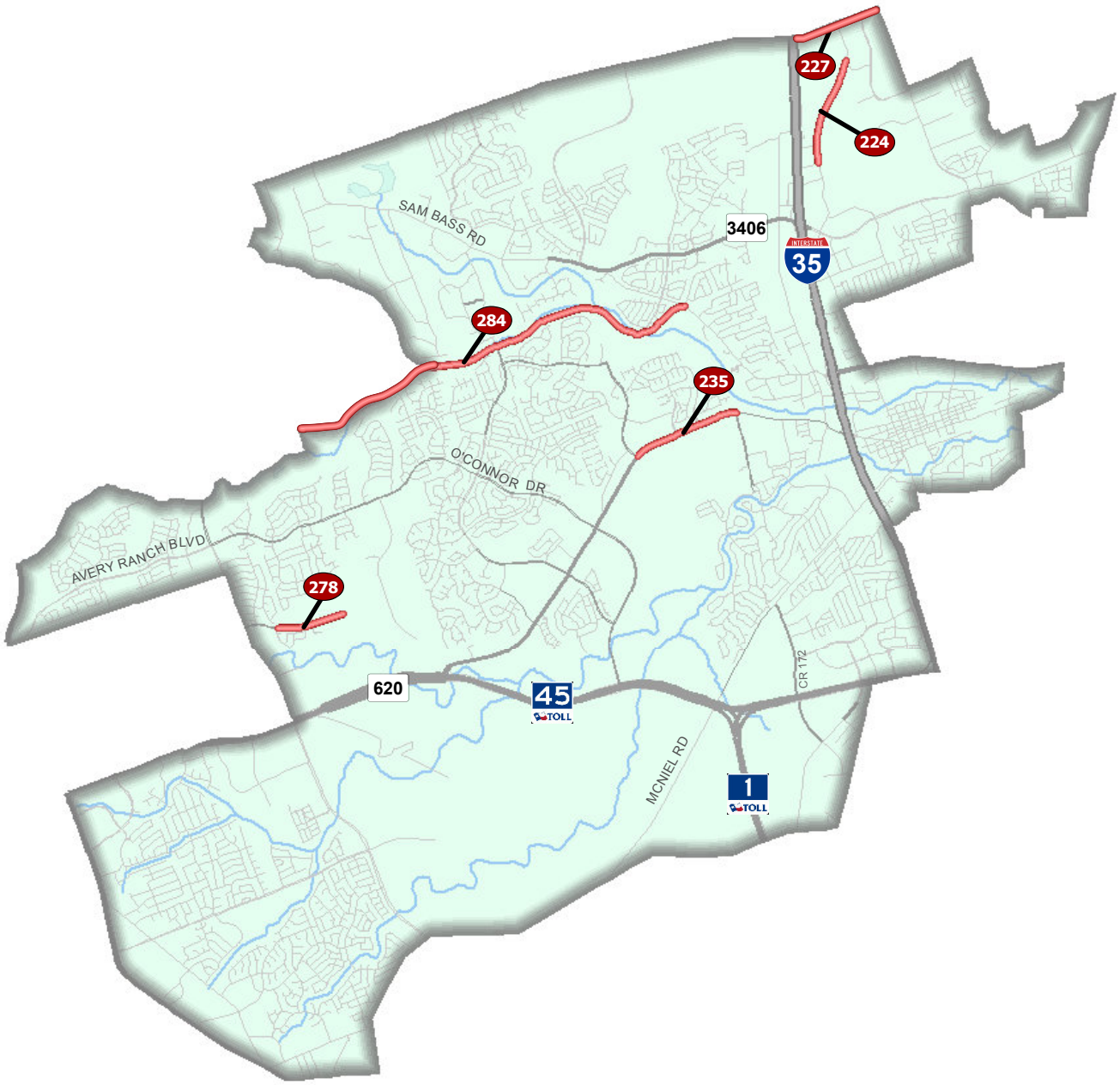
Under Construction

1.24 Pearson Ranch Underpass at SH 45/ RM 620

In Design

1.26 Pearson Ranch Road
1.28 IH 35 Operational Analysis
1.29 RM 620 (IH 35 to Deep Wood Dr.)
1.30 Great Oaks at Brushy Creek
1.31 Forest North Drainage Improvements

2013 Road Bond Program Projects
Precinct 1 - Commissioner Birkman



In Design

224 North Mays Street Extension (La Paloma to Oakmont Dr.)
227 University Blvd Widening (IH 35 to Sunrise Rd.)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to end)
284 Hairy Man Rd /Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)

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	62	649

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	6
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	20
6	7/1/2013	7/31/2013	31	$408,509.40	$3,289,072.23	28	25
7	8/1/2013	8/31/2013	31	$424,063.01	$3,713,135.24	31	30
8	9/1/2013	9/30/2013	30	$360,790.23	$4,073,925.47	34	35
9	10/1/2013	10/31/2013	31	$828,037.80	$4,901,963.27	41	39
10	11/1/2013	11/30/2013	30	$402,459.60	$5,304,422.87	45	44
11	12/1/2013	12/31/2013	31	$232,615.66	$5,537,038.53	47	49
12	1/1/2014	1/31/2014	31	$416,070.79	$5,953,109.32	50	53
13	2/1/2014	2/28/2014	28	$381,427.58	$6,334,536.90	54	58
14	3/1/2014	3/31/2014	31	$446,512.67	$6,781,049.57	57	63
15	4/1/2014	4/30/2014	30	$345,178.65	$7,126,228.22	60	67
16	5/1/2014	5/31/2014	31	$449,466.57	$7,575,694.79	64	72
17	6/1/2014	6/30/2014	30	$478,909.98	$8,054,604.77	68	77
18	7/1/2014	7/31/2014	31	$271,988.48	$8,326,593.25	70	81
19	8/1/2014	8/31/2014	31	$806,486.83	$9,133,080.08	77	86
20	9/1/2014	9/30/2014	30	$692,296.92	$9,825,377.00	83	91
21	10/1/2014	10/31/2014	31	$1,378,396.96	$11,203,773.96	95	96
22	11/1/2014	11/30/2014	30	$159,808.69	$11,363,582.65	96	100
23	12/1/2014	12/31/2014	4	$51,645.63	$11,415,228.28	96	101
24	1/1/2015	1/30/2015	0	$195,116.44	$11,610,344.72	98	101
25	2/1/2015	2/28/2015	0	$21,727.30	$11,632,072.02	98	101
26	3/1/2015	3/31/2015	0	$29,302.50	$11,661,374.52	99	101
27	7/1/2015	7/31/2015	0	$75,259.28	$11,736,633.80	99	101
28	8/1/2015	8/31/2015	0	$18,005.50	$11,754,639.30	99	101
29	9/1/2015	9/30/2015	0	$59,766.33	$11,814,405.63	100	101
30	10/1/2015	10/31/2015	0	$21,450.00	$11,835,855.63	100	101

1/31/2016 Comments - Acceptance documents have been forwarded to TxDOT for concurrence.

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.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2015	-94,758.39	554,743.03

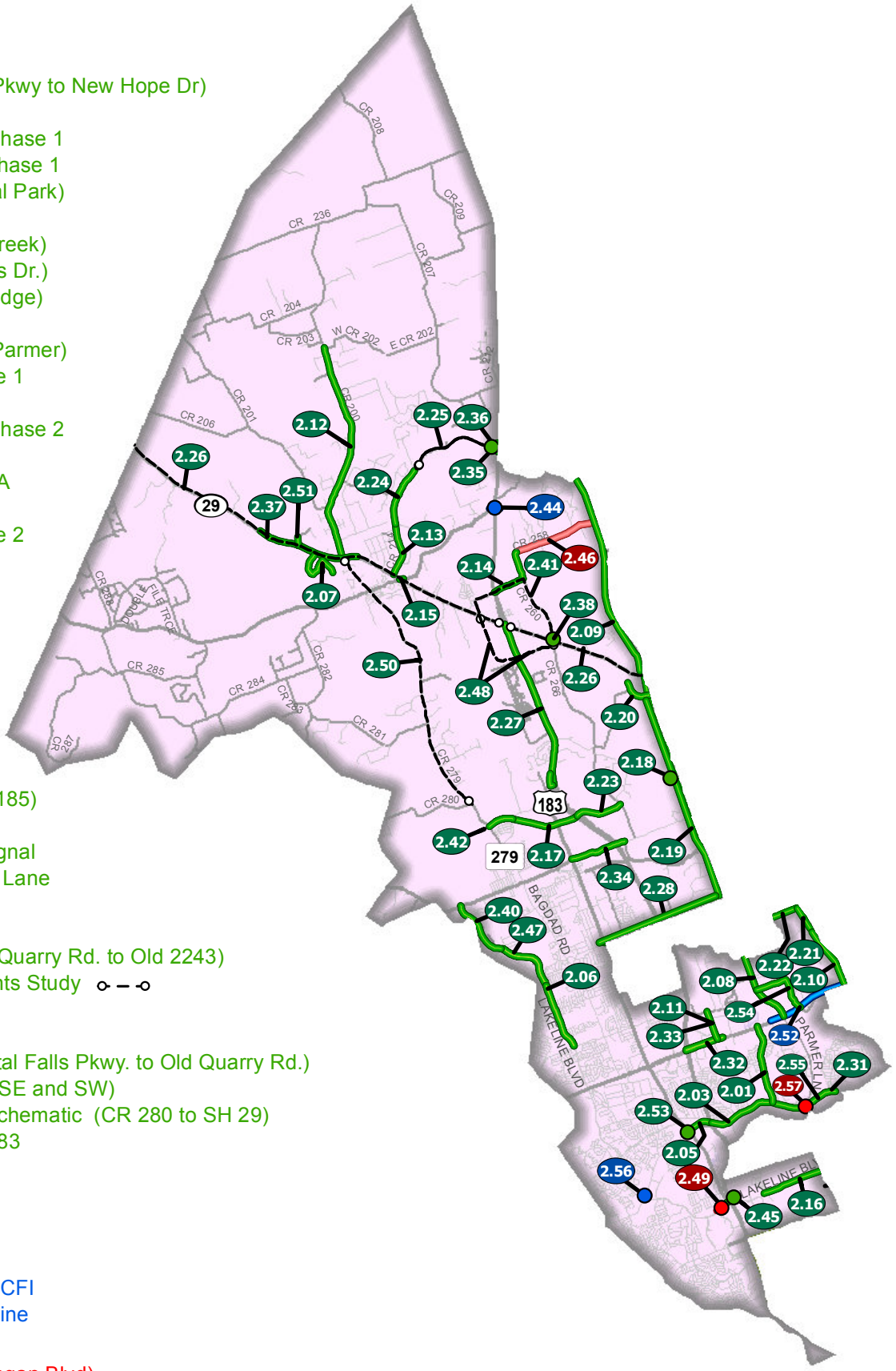
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the balancing of the overrun/underrun of Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities.

Adjusted Price = $11,835,855.63

2006 Road Bond Program Projects
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. (Crystal Falls Pkwy to New Hope Dr)
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 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
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 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at 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. at 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)
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay



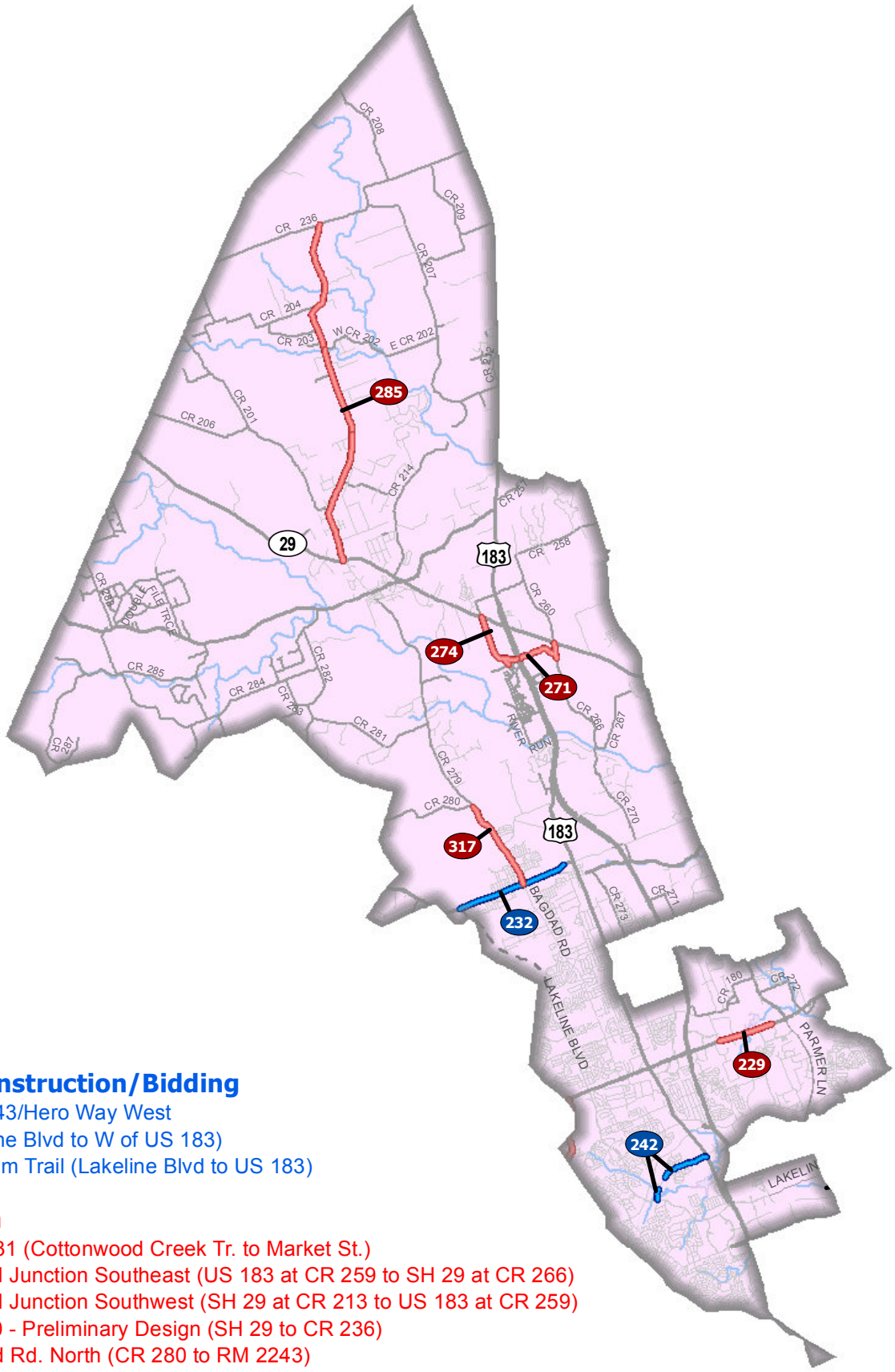
Under Construction

2.44 US 183 at RM 1869
2.52 RM 1431 at Parmer/ Reagan CFI
2.56 Cypress Creek Road at Lakeline

In Design

2.46 CR 258 (Sunset Ridge to Reagan Blvd)
2.49 Lakeline Blvd. Right Turn Lanes
2.57 Brushy Creek Road at Parmer Lane

2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Under Construction/Bidding

232 Old 2243/Hero Way West
(Lakeline Blvd to W of US 183)
242 Little Elm Trail (Lakeline Blvd to US 183)

In Design

229 RM 1431 (Cottonwood Creek Tr. to Market St.)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
285 CR 200 - Preliminary Design (SH 29 to CR 236)
317 Bagdad Rd. North (CR 280 to RM 2243)
318 Anderson Mill Rd.
(RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)

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
16	10/1/2015	10/31/2015	0	$7,207.17	$2,616,169.76	$379.33	$137,693.35	99	130

1/31/2016 Comments - The Certificate of Completion was issued, effective 10/8/2015. The GEC is coordinating with the Contractor regarding the closeout documents and final Change Order.

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

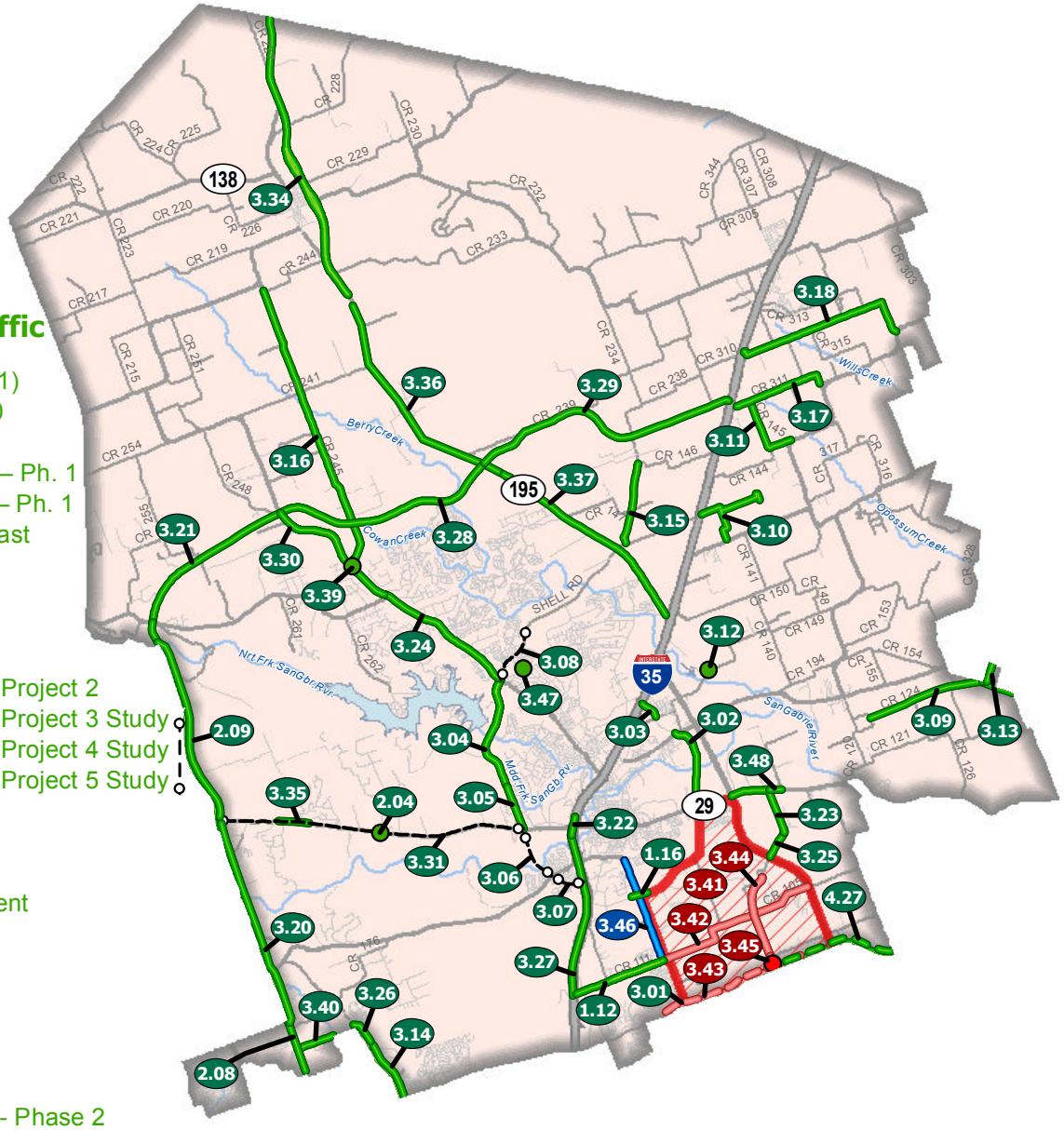
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order compensates the Contractor for various revisions to the original Contract items and adds new Contract items for regrading a ditch, relocating driveway pipe, mitigation 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

2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed/Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 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
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
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
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 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.47 Madrid Drive Extension
4.27 Chandler Rd. – Phase 2

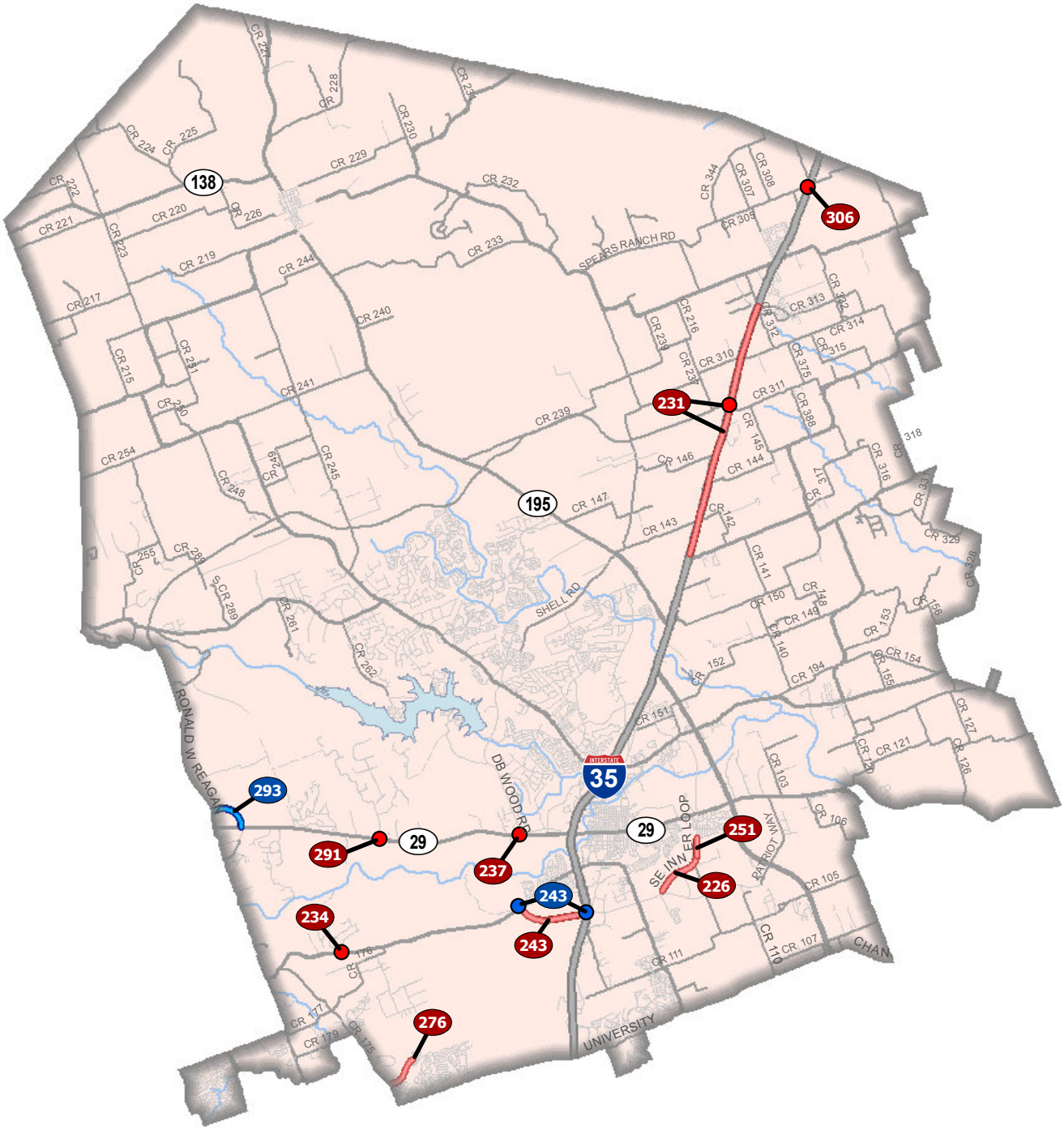
Under Construction/Bidding

3.46 FM 1460 North

In Design

3.41 CR 110 / Arterial A Study
3.42 Westinghouse Rd. (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)

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Under Construction/Bidding

293 Kauffman Loop Phase 1 (NE quadrants of Reagan at SH 29)

243 Southwest Bypass Driveways

In Design

226 Inner Loop Safety Improvements - LTL at Wilco Way (North of RockrideLane to South of Wilco Way)

231 Ronald Reagan at IH 35 (Bridge Replacement)

231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)

234 RM 2243 At Escalera Parkway (Intersection of CR 176 and RM 2243)

237 DB Wood At SH 29 (Intersection of D. B. Wood and SH 29)

243 Southwest Bypass (RM 2243 to IH 35)

251 Inner Loop Safety Improvements - LTL at Central Maintenance Facility (North of Belmont Drive to North of Rockride Lane)

276 Arterial H Extension Phase 1 (CR 175 to Massey Way)

291 SH 29 At Cedar Hollow (Intersection of SH 29 and Cedar Hollow)

306 CR 305 At IH 35 - Design (Bridge Replacement)

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	Substantially Completion	Work Accepted		Total Bid Days	Days Added	Total Days
11/28/2012	12/18/2012	2/11/2013	4/1/2013	10/26/2015			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	20	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	38	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	47	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	56	59
17	7/1/2014	7/31/2014	31	$562,500.77	$11,921,998.46	59	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	70	79
22	12/1/2014	12/31/2014	31	$665,394.72	$14,768,776.79	73	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	91
25	3/1/2015	3/31/2015	31	$183,957.49	$15,663,897.10	78	95
26	4/1/2015	4/30/2015	30	$256,503.69	$15,920,400.79	79	99
27	5/1/2015	5/31/2015	31	$264,612.28	$16,185,013.07	80	103
28	6/1/2015	6/30/2015	30	$585,263.84	$16,770,276.91	83	106
29	7/1/2015	7/31/2015	31	$138,476.21	$16,908,753.12	84	111
30	8/1/2015	8/31/2015	31	$484,736.03	$17,393,489.15	86	115
31	9/1/2015	9/30/2015	30	$1,550,832.62	$18,944,321.77	94	118
32	10/1/2015	10/31/2015	31	$113,848.98	$19,058,170.75	95	122
33	11/1/2015	11/30/2015	9	$55,615.43	$19,113,786.18	95	124
34	12/1/2015	12/31/2015	0	$55,615.43	$19,169,401.61	95	124

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 (unforeseeable). 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.

Change Order Number	Approved	Cost This CO	Total COs
15	10/13/2015	60,567.98	1,366,990.81

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.

Change Order Number	Approved	Cost This CO	Total COs
16	12/1/2015	32,111.53	1,399,102.34

3F: County Convenience. Additional work desired by the County. This Change Order adds new Contract items for the installation of a new power service for the Georgetown Railroad crossing signals. The new electric service will serve the railroad crossing signals on the southbound and northbound frontage road intersections at Inner Loop. This Change Order is eligible for FHWA reimbursement.

Change Order Number	Approved	Cost This CO	Total COs
17	1/5/2016	41,050.92	1,440,153.26

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds new pay items to the contract due to the realignment of the northbound frontage road between Leander Road (FM 2243) and Inner Loop. The decrease in the retaining wall item is also included to show the full impact of the realignment of the frontage road on the retaining walls. All costs are in CSJ: 0015-09-160. All items are FHWA non-participating items.

Change Order Number	Approved	Cost This CO	Total COs
18	1/26/2016	17,502.65	1,457,655.91

2C: Differing Site Conditions (unforeseeable) New development (conditions changing after PS&E completed). This Change Order adds new pay items for various items of additional work which include: painting bridge rail on the South San Gabriel River Bridge to match the adjacent bridge, removing existing ground boxes not used along Leander Road, making repairs to potholes on IH 35 main lanes within project limits, and changing the profile pavement markings from 4” wide to 6” wide to match pavement markings on the main lanes on each end of the project. This Change Order also corrects the unit price of the 30 inch drill shafts that were added with Change Order #15. This Change Order is eligible for FHWA participation.

Adjusted Price = $20,147,817.43

CR 245 Realignment
Project No. 15IFB102

Original Contract Price = $589,829.11

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
2/18/2015	3/11/2015	4/10/2015	4/22/2015	9/26/2015			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	82%	113

1/31/2016 Comments - The Contractor is working on the punchlist items, including vegetation establishment.

Change Order Number	Approved	Cost This CO	Total COs
01	10/20/2015	29,428.53	29,428.53

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 line at the new location, reducing the contract quantity of new waterline required to be installed.

Adjusted Price = $619,257.64

Fencing for Ronald Reagan Boulevard
Project No. 1508-006

Original Contract Price = $96,968.50

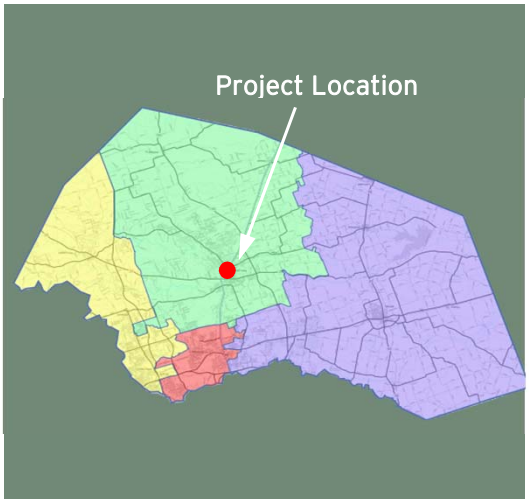
Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
9/13/2016	10/13/2015	10/16/2015	10/26/2015	1/6/2016			60	13	73

	Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
	1	10/26/2015	1/6/2016	73	$100,067.30	$100,067.30	100	100

Change Order Number	Approved	Cost This CO	Total COs
01	1/12/2016	3,098.80	3,098.80

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order provides for balancing the overrun/underrun of Contract Quantities for the Project as a result of addressing field conditions not accounted for in the original plan quantities.

Adjusted Price = $100,067.30



IH 35 Northbound Frontage Road Driveway
(RM 2243)

Project Length: 1,550 Feet
Roadway Classification: Driveway

Project Schedule: January 2016 - March 2016
Estimated Construction Cost: $0.3 Million

JANUARY 2016 IN REVIEW

1/15/2016: Smith Contracting placed erosion control devices, traffic control devices and advanced warning signs. Excavation has begun.

1/22/2016: Smith Contracting continued the driveway, slope, and lane widening excavation throughout the project.

1/29/2016: Smith Contracting continued earthwork activities and also began installing the 18" reinforced concrete pipe (RCP). Subcontractor G Carter completed the conduit, wire, and pull box installation on the project.

Design Engineer: HNTB
Contractor: Smith Contracting
Construction Observation:
Ryan Rivera, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

IH 35 NBFR Driveway
Project No. 1510-019

Original Contract Price = $271,137.36

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
11/18/2015	12/1/2015	1/11/2016	1/21/2016				60	0	60

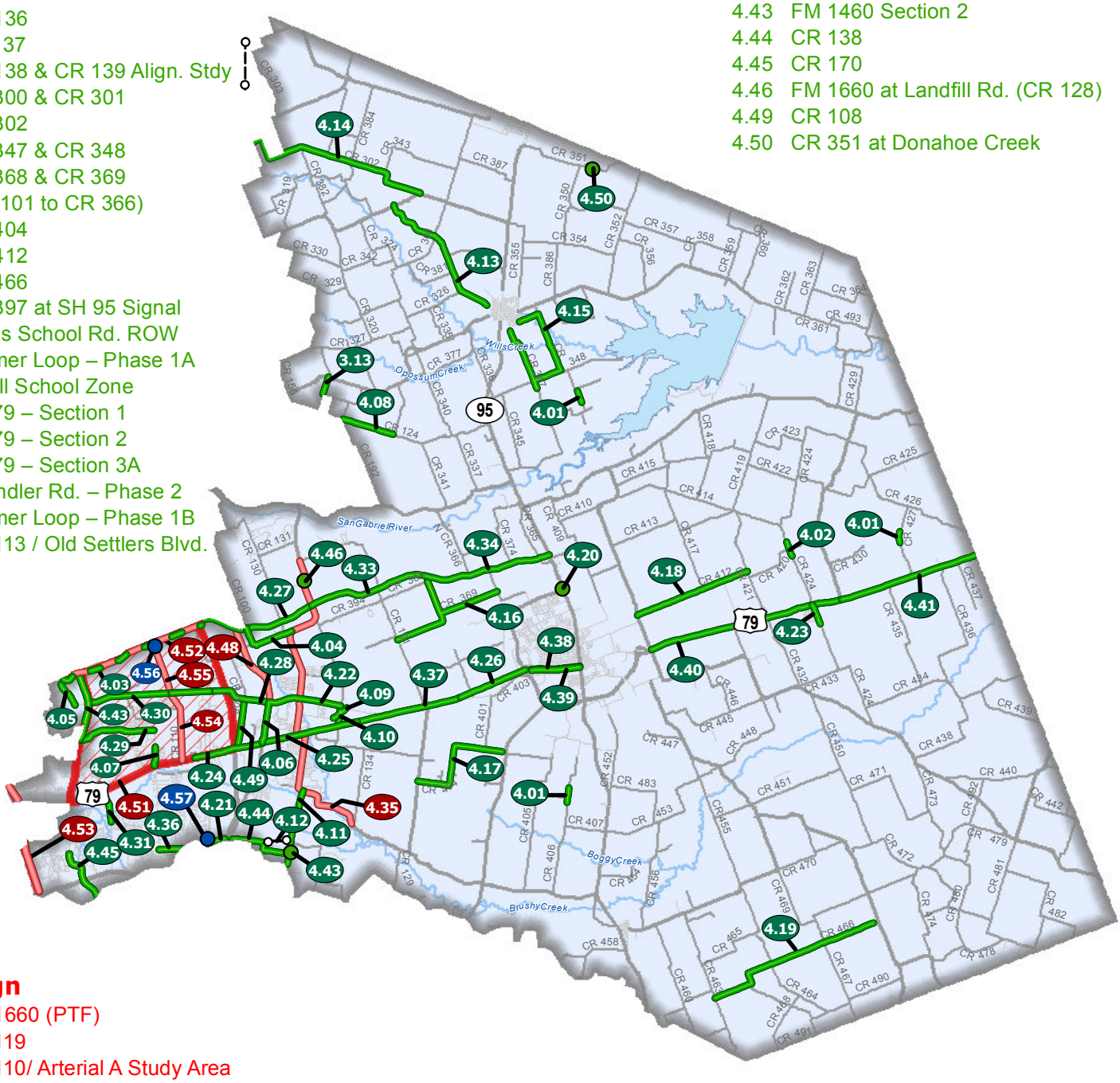
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/21/2016	1/31/2016	11	$103,944.78	$103,944.78	$11,549.42	$11,549.42	43%	18

Adjusted Price = $271,137.36

2006 Road Bond Program Projects
Precinct 4 - Commissioner Morrison

Completed/Open to Traffic

3.13 CR 157
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
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Align. Stdy
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



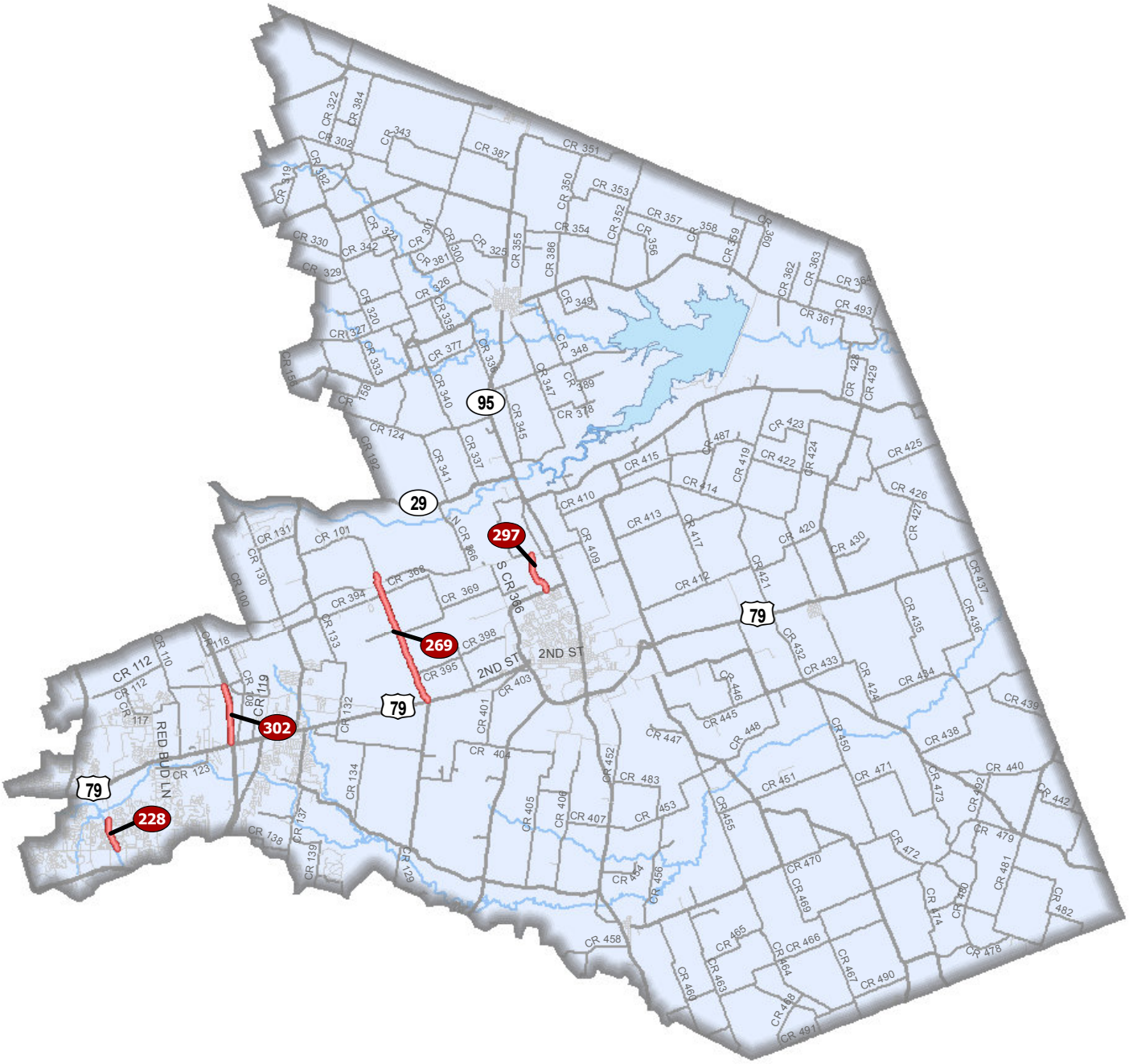
In Design

4.35 FM 1660 (PTF)
4.48 CR 119
4.51 CR 110/ Arterial A Study Area
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)

Under Construction/Bidding

4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)

2013 Road Bond Program Projects
Precinct 4 - Commissioner Morrison



In Design

269 CR 101 (US 79 to North of Chandler Rd.)
297 East Williamson County Park Road (Bill Pickett Trail) (Carlos Parker Blvd. to Chandler Rd.)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)

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

1/31/2016 Comments - The GEC is coordinating with the Contractor 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	29	21
4	12/5/2013	12/19/2013	15	$86,542.38	$721,659.35	$9,615.81	$80,184.37	33	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	45	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	57	62
9	4/29/2014	7/7/2014	70	$495,651.44	$1,816,644.36	$19,384.41	$95,965.62	78	83
10	7/1/2014	7/31/2014	31	$92,079.93	$1,908,724.29	$4,846.31	$100,811.93	82	91
11	8/1/2014	8/28/2014	28	$48,425.43	$1,957,149.72	$2,548.71	$103,360.64	84	99
12	8/29/2014	12/31/2014	125	$117,738.76	$2,074,888.48	$6,196.78	$109,557.42	89	135
13	1/1/2015	3/31/2015	56	$156,952.75	$2,231,841.23	$8,260.67	$117,818.09	96	151
14	4/1/2015	6/30/2015	0	$51,886.21	$2,283,727.44	$2,730.85	$120,548.94	98	151
15	7/1/2015	9/30/2015	0	$111,279.49	$2,395,006.93	-$71,596.28	$48,952.66	100	151

1/31/2016 Comments - The GEC is coordinating with the Contractor regarding 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).

Change Order Number	Approved	Cost This CO	Total COs
09	12/1/2015	-29,838.19	313,713.18

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. 5E: Contractor Convenience (Other). This Change Order also adds a new Contract Item to backcharge the Contractor for additional engineering costs required to verify positive drainage under as-built conditions.

Adjusted Price = $2,455,611.96

Commissioners Court - Regular Session **18.**

Meeting Date: 02/16/2016

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	01/28/2016 11:26 AM
Form Started By: Lydia Linden		Started On: 01/21/2016 05:00 PM
Final Approval Date: 01/28/2016		

Commissioners Court - Regular Session **19.**

Meeting Date: 02/16/2016

2013 Road Bond Transfer Request

Submitted By: Jaime Aleman, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the transfer of 2013 Road Bond funds per recommendation of Mike Weaver, Road Bond Manager in the amount of $550,000.00 from 2013 Road Bond Unallocated funds (P290) to Bagdad Road at CR 278 (P438).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Memo Request

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/10/2016 09:16 AM
Form Started By: Jaime Aleman		Started On: 02/08/2016 03:05 PM
Final Approval Date: 02/10/2016		

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

Prime Strategies, Inc.

Memo

To: Jaime Aleman
Williamson County Auditor's Office

From: Michael J. Weaver

Date: February 4, 2016

Re: 2013 Road Bond Budget Allocation

A new project has been established for the 2013 Road Bond program requiring a new P# to be set-up. Please process the following budget allocation and set-up a new P# for this project.

- Move $550,000.00 from P-290 2013 Road Bond Unallocated Interest to a new P# for Bagdad Road @ CR 278

If you have any questions, please let me know.

Cc: Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Pam Navarrette, Williamson County Auditor's Office
Christen Eschberger, P.E., HNTB
Mark Cissell, P.E., HNTB
Marie Walters, Prime Strategies, Inc.

Commissioners Court - Regular Session **20.**

Meeting Date: 02/16/2016

Interlocal Agreement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Round Rock regarding the CR 110 South and University Blvd-traffic signal replacement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement- CR 110 S and University Blvd Traffic Signal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 11:24 AM
Form Started By: Charlie Crossfield		Started On: 02/11/2016 11:01 AM
Final Approval Date: 02/11/2016		

INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2016, by and between Williamson County, Texas, a political subdivision of the State of Texas (the "District") and the City of Round Rock, a Texas home-rule municipality (the "City") (collectively, the "Parties").

RECITALS

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

WHEREAS, the District and the City desire to cooperate in the replacement of a traffic signal and related improvements at the intersection of CR 110 and University Boulevard (the "Project"); and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and the District agree as follows:

A.
TERMS AND CONDITIONS

1. Project Improvement.

The Project entails the replacement of an existing flashing traffic signal with a standard traffic signal and restriping. The approximate location of the Project improvements are shown on **Exhibit "A"**, attached hereto and incorporated herein.

2. County Obligations.

The County shall be responsible for the design, right-of-way, utility relocation, and construction of the Project, including replacement of the traffic signal, minor construction, and restriping roads where necessary.

3. City Obligations.

After project completion, the City will own, operate and maintain the Project improvements.

4. Project Funding.

a. The County shall be solely responsible for all costs associated with design and construction of the Project.

B.
MISCELLANEOUS PROVISIONS

1. Execution.

This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

2. Governing Law.

This Agreement will be governed by the Constitution and laws of the State of Texas.

3. Successors and Assigns.

The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

4. Headings.

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

5. Partial Invalidity.

If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

6. Waiver.

Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

7. Amendments.

This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

8. Cooperation.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

9. Venue.

All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

10. Third Party Beneficiaries.

Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

11. Representations.

Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.

12. Exhibits.

All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

13. Entire Agreement.

This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

14. Term.

This Agreement shall automatically terminate if a construction contract is not awarded for the Project within four (4) years after this Agreement is executed by both parties.

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

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

Bench Tree Group
107
University Blvd
University Blvd
University Blvd
University Blvd
110
ProBuild
PROJECT LOCATION
110

EXHIBIT A

Commissioners Court - Regular Session **21.**

Meeting Date: 02/16/2016

RM 620 AFA Amendment #1

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advance Funding Agreement Amendment # 1 with the State of Texas regarding RM 620 from Cornerwood to Deep Wood.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM 620 AFA Amendment #1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 11:24 AM
Form Started By: Charlie Crossfield		Started On: 02/11/2016 11:05 AM
Final Approval Date: 02/11/2016		

CSJ # 0683-01-090
District # 14 - AUS
Code Chart 64 #50246
Project: RM 620, Cornerwood
To Deep Wood
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT #1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and the County of Williamson, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a contract on May 12 of 2015 to effectuate their agreement to reconstruct an existing four lane undivided roadway to a four lane divided highway with median breaks and turn lanes; and,

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

a. Article 4, Scope of Work– is deleted in its entirety and replaced with the following:
The scope of work for this LPAFA is described as reconstruction of an existing four lane undivided roadway to a six lane divided highway with median breaks and turn lanes from Wyoming Springs to Deep Wood. The Local Government shall develop Schematic development and Environmental Assessment from Cornerwood Drive to Deep Wood Drive.

b. **Article 12.F is deleted in its entirety and replaced with the following:**

F. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

c. **Article 17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements is deleted in its entirety and replaced with the following:**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

d. Attachment B, Project Location Map is deleted in its entirety and replaced with Attachment B-1, attached to this Amendment.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Date

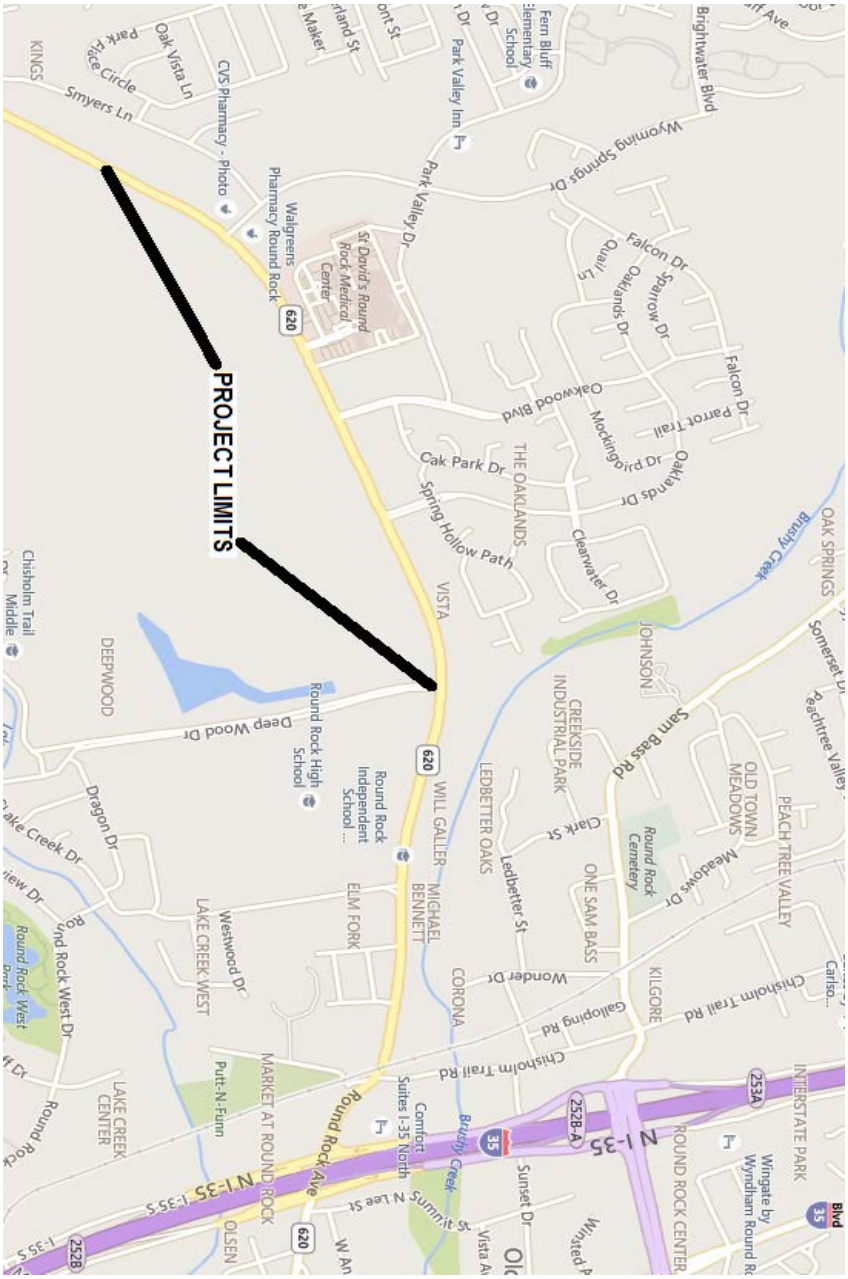
THE STATE OF TEXAS

_____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

_____
Date

CSJ # 0683-01-090
District # 14 - AUS
Code Chart 64 #50246
Project: RM 620, Cornerwood
To Deep Wood
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B-1
PROJECT LOCATION MAP



Commissioners Court - Regular Session **22.**

Meeting Date: 02/16/2016

First Amendment to Tennis Pro Manager Agreement

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 the First Amendment to the Agreement between Williamson County and Tennis Pro Manager for Southwest Williamson County Regional Park.

Background

The Amendment gives the Contract Administrator the ability to consider additional items or services that the Tennis Pro Manager may offer for sale at the tennis center, or in locations deemed appropriate to accommodate the County's needs.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amendment to Tennis Pro Manager Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	02/11/2016 08:58 AM
County Judge Exec Asst.	Wendy Coco	02/11/2016 11:23 AM
Form Started By: Randy Bell		Started On: 02/11/2016 08:19 AM
Final Approval Date: 02/11/2016		

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST AMENDMENT
TO
RFP #13RFP00104 & RESPONSE
BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
TENNIS PRO MANAGER FOR
SOUTHWEST WILLIAMSON COUNTY REGIONAL PARK

The underlying agreement for Tennis Pro Manager for Southwest Williamson County Regional Park consisting of RFP #13RFP00104 & Response (hereinafter referred to as "Agreement"), between Mark Nayden (hereinafter referred to as "Nayden") and Williamson County, Texas (hereinafter referred to as "County") is amended as specifically set forth herein to revise the following provision:

5.3 ITEMS AND PRICING

The Pro Manager shall have the right to provide or sell tennis related items/services for reasonable fees; provided, however all items and services must be approved by the Contract Administrator on an annual basis.

Items of sale may include, but not necessarily be limited to the following:

a) Court fees (set by the Williamson County Commissioners' Court.)
b) Tennis merchandise such as clothing, and supporting items such as hats, sunglasses, sweatbands, etc.
c) Customary tennis center services (e.g., restringing)
d) Private or group lessons
e) Two (2) Leagues per year
f) Two (2) Tournaments per year

The Pro Manager should include any other tennis related sale items in the Proposal, and list percentages to County, if any.

The County reserves the right to include additional items or services that the Pro Manager may offer for sale at the tennis center *or in locations deemed appropriate to accommodate the County's needs by the Contract Administrator*. In the event the Pro Manager would like to add additional

items, the Pro Manager shall make a request to add such additional items and provide the request to the Contract Administrator. The Contract Administrator shall then either approve or deny the request. The County shall receive 10% of sales. Additionally, associated sales reporting must include identification of items purchased, quantity or quantities, total prices, and total amount.

Note: If the Park has a food and beverage concessionaire, then upon prior consent of the Contract Administrator, some items may be provided in coordination with County Parks staff and concessionaire.

All other terms in the original Agreement remain in full force and effect.

Approved on the ____ day of _____, 2016.

Mark Nayden ("Nayden")

By: _____

Printed Name: Mark Nayden

Title: DIRECTOR

Date: FEB 9, 2016

Williamson County, Texas ("County")

By: _____
Dan A. Gattis

Title: Williamson County Judge

Date: _____ ____, 2016

Commissioners Court - Regular Session **23.**

Meeting Date: 02/16/2016

Vehicle Reimbursement Agreement for County Sheriff

Submitted By: Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Agreement regarding off-duty contracting of County Sheriff Deputies with Austin Duathletes (Bike race at Berry Springs Park and Eastern Wilco)

Background

This agreement gives permission for Austin Duathletes to contract County Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Austin Duathletes

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 09:03 AM
Form Started By: Starla Hall		Started On: 02/10/2016 03:20 PM
Final Approval Date: 02/11/2016		

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 February 3rd, 20 16 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: Austin Deathriders

Signature: [signature]

Printed Name: Erin Gerbrecht

Title: Race Director

Date: February 22, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: Feb. 10, 2016

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 **24.**

Meeting Date: 02/16/2016

Building Efficiency Cite and Release Grant resolution

Submitted For: D. Hobbs **Submitted By:** Stephanie Lloyd, County Attorney

Department: County Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution for the County Attorney's office appliation to the Governor Criminal Justice Division for the Building Efficiency: Cite and Release Grant.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/10/2016 09:16 AM
Form Started By: Stephanie Lloyd		Started On: 02/10/2016 08:46 AM
Final Approval Date: 02/10/2016		

State of Texas

County of Williamson

Know All Men by These Presents:

That on the 16th day of February, 2016 the Commissioners Court of Williamson County 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 Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Ron Morrison, Commissioner Precinct Four

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

RESOLUTION

WHEREAS, The Commissioners Court finds it in the best interest of the citizens of Williamson County that the Williamson County Attorney's Office applies for the DJ-Edward Byrne Memorial Justice Assistance Grant Program through the Governor's Office and submits the Building Efficiency: Cite and Release Grant; and

WHEREAS, Commissioners Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Commissioners Court assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Commissioners Court designates Dee Hobbs, Williamson County Attorney as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Commissioners Court approves submission of the grant application for the Williamson County Attorney's Office-Building Efficiency: Cite and Release to the Office of the Governor, Criminal Justice Division.

Signed by:

Passed and Approved the 16th day of February, 2016

Grant Number: 3085801

_____

Dan A. Gattis, County Judge

Commissioners Court - Regular Session **25.**

Meeting Date: 02/16/2016

FY15 Action Plan Amendment Leander Sidewalk Project

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the proposed substantial amendment to the FY15 Community Development Block Grant Annual Action Plan regarding the Leander Sidewalk Improvements project.

Background

The City of Leander was awarded $180,000 in FY15 for the construction of 2840 linear feet of 6 foot wide concrete sidewalk along the east side of Bagdad Road within the public right-of-way from Los Vista Drive to Eagles Way. Due to increase construction costs, the city is requesting the approval of the revised scope of work below: • Reduce the length of the sidewalk from approximately 2,840' to 1,848' (Los Vista to Sonny Drive) • City to provide $45,300 as match (up from $25,000) The proposed scope reduction provides approximately 65% of the length of sidewalk originally proposed.

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	02/10/2016 09:16 AM
Form Started By: Sally Bardwell		Started On: 02/09/2016 01:59 PM
Final Approval Date: 02/10/2016		

Commissioners Court - Regular Session **26.**

Meeting Date: 02/16/2016

tax benefit financing enrollment for 2015

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the Williamson County Regional Habitat Conservation Plan (RHCP), including but not limited to receiving report from Environmental Programs Director and approve enrollment of properties participating during the 2015 calendar year (any participation received on or prior to 12/31/15) into the tax benefit financing plan for tax year 2015 and re-enroll prior year participating properties.

Background

The county's Regional Habitat Conservation Plan (RHCP) provides for a portion of the increase in tax valuation for properties enrolled under the county's 10(a) incidental take permit with the US Fish and Wildlife Service to be directed to the Williamson County Conservation Foundation (WCCF) as the county's contribution for the acquisition, maintenance and monitoring of endangered species habitat in the county. Under the RHCP a calculation is made using a base period. The taxable value of the base/enrollment period is determined and a percentage – 15% as defined in the RHCP – of the increase in value in future taxable years is calculated. That calculated taxable value is applied to the county's then current tax rate for maintenance and operations and the resulting sum is attributed to the RHCP and applied to the WCCF.

There is no increase nor decrease in taxes to participants/property owners. Once the financial goals of the HCP have been achieved then the allocation under this plan may be discontinued.

Enrollment is on a year to year basis. Attached is the list of private party participants for 2015 and lists for prior year enrollments.
The action needed is to enroll the 2015 participants and to re-enroll/extend the tax benefit financing for past years.

Requested motion: "Motion to approve the County's Regional Habitat Conservation Plan: 1) enrolling the 2015 participants in the tax benefit financing plan, and 2) to re-enroll/extend the tax benefit financing for past years as outlined in the County's Regional Habitat Conservation Plan."

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2015 tax benefit financing list
2014 tax benefit financing list
2013 tax benefit financing list
2012 tax benefit financing list
2011 and prior tax benefit financing list

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 10:48 AM
Form Started By: Gary Boyd		Started On: 02/11/2016 09:18 AM
Final Approval Date: 02/11/2016		

2015 HCP Participations

File #	Project Name	Owner/Entity	Location	Legal or other description
20150122	**Campbell - Georgetown #1**	Same	4655 Williams Drive, Georgetown	16.57 Acres; WCAD parcel #R039524
20150129	**Woods - Pope**	Lewis Woods, LLC and David and Anne Pope	SH 45 at O'Connor	WCAD tracts R505278*, R055508, R055510*, R055511*; out of M.M. Hornsby Survey - * = consolidated into R534502
20150506	**Lakeside Station Apartments**	F.C. Rutledge Housing, LP	13675 Rutledge Spur, Austin, Williamson County	WCAD tracts R072533, R327108, R056507; Schirpaik and Sane Survey No. S4557
20150603	**Woodland Hills**	Woodland Hills Land Holdings, LLC (Jimmy Jacobs)	FM 3405; nominal 30.707877° N and -097.813811° W	WCAD tract R040796*; 35.511 acres our of Winslow Turner Survey, Abst. No. 607; * = replaced by R539756 and R539758
20150612	**5N LLC**	Novak	approximately 780 CR 262, Williamson County	WCAD tracts R041004, R041003, R041001 and R040574; approx 36.10 acres John Sutherland Survey , Abst. No 554 and G.B. Mayhall Survey, Abst. No 821
20150617	**Trails at Leander**	American Housing Ventures	0.57 mi north of intersection of Bagdad Road and Crystal Falls Parkway, Leander	WCAD tract R031330; Approximately 49.35 acres out of E.D. Harmon Survey.
20150727	**Georgetown Village 9 & 10**	BB & CB Investments LLC	Phases 9 and 10 of Georgetown Village	WCAD tracts R525325 and R532404
20151103	**Oaks at San Gabriel**		approximately 397.77 acres incorporating 173 WCAD tax parcels	list of parcels attached
20151110	**Highland Estates**	Highland Estates of Georgetown LLC	Highland Springs Lane; 30.693473 N and -97.769578 W	WCAD tracts R407498, R539912, R539913, R506841, R506842
20151111	**Panther Bend**		Ronald Reagan, approx 100' West of CR 245	R506911 and R534695; approximately 34.78 acres
20151125	**RiversideCA 25, LTD**	Riverside CA 25, LTD	11800, 11950, 12000 12100 West Parker Lane and 3440 Ranch Trails, Cedar Park	R433287 (parent tract - now R543561, R543562, R543563, R543565, R543566 and R543567)
20151130	**RRCA Parmer Ranch Trails Lot 4, LTD**	RRCA Parmer Ranch Trails Lot 4, LTD	11900 West Parmer Ln, Cedar Park	a portion of R433287 (was parent tract - now R543564)
20151211	**Parmer Crossing West**	Pulte Homes of Texas, LP	Tom Kemp and RM 620, Austin	R488298
20151223	**Sun City Neighboprhoods 81-82**	Pulte Homes of Texas, LP	95.38 acres out ot the Burrell Eaves Survey No. 216; 3231 ?SH 195 Georgetown	WCAD parcels R012012, R499739, R539687, R539688

TRACTS FOR OAKS AT SAN GABRIEL

ATTACHMENT A

R022717
R022718
R039293
R324931
R338660
R493976
R515079
R528024
R528118
R528119
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R530553

WCCF File #	Participant	Basic Description
20140131	First Baptist Church of Georgetown (parking lot)	Project area is a 10.762± acre tract southeast of the intersection of D.B. Wood Drive and SH 29 (West University); a parcel out of WCAD tract R040756 described by metes and bounds and conveyed to First Baptist Church of Georgetown, Texas (FBCGT) by Special Warranty Deed with Vendor's Lien, January 10, 2014; official public records number 2014002634; this participation also covers a 0.172± acre tract easement public records number 2014002636
20140210	NASH Rancho Hills LLC (a part of Rancho Sienna)	Project is a housing and multi-use development tract south-southeast of Ronald Reagan Boulevard at Via de Rancho Boulevard, Leander, Williamson County, Texas; parcels out of the Greenleaf Fisk Survey and described in metes and bounds; WCAD tract R-numbers 499762, 523605, 523614 to 523629, 407745, 499873, 506829, 523596, 523597, 523600, 523601, 523602, 524810, 525467, 523603, 523598, 523604, and 494203
20140415	Gardens at Verde Vista	an approximate 33.775 acre tract out of the Joseph Fish Survey, Abstract #232; WCAD tract R319285
20140605	Wolf-Hillwood (Hillwood Communities)	A 767-acre tract located near D B Wood Road and SH 29, Georgetown, a part of the Iva Wolf McLachlan holdings, Williamson County, Texas; Williamson County Appraisal District reference #s R040444, R040445, R316771, R316772, R329763, R040430, R469948, R485592, R039230, R039268, R040831, R513986, R513989, R040756, R307358, R513561, R513563, R513987, R513988, R525975, R525976, and R044630

20140611	Crescent Bluff	SH 29, Georgetown, Williamson County, TX; an approximate 106 acre tract, Abstract AW0178, Donagan, I. Survey; WCAD tract R508134
20140702	Daniel and Marlene Mansour	A 2.67 acre tract, WCAD reference R044521; Oakcrest Ranchettes, Unit 2; AKA 330 Evans Road, Georgetown, Williamson County, Texas.
20140728	Century Land Holdings II	Phases 2 and 3 of the Reagan's Overlook Subdivision (AKA Reagan's Overlook, LP); WCAD tract numbers R524614, R524613, R524615, R483562 and R032354; approximately 147.74 acres in five tracts (out of a larger 260 acre tract); location described as Ronald Reagan Boulevard at Vista Heights Drive
20140729	Standard Pacific of Texas/BTA Land LLC	Approximately 79.5 acre development tract at 1600 to 1666 Spanish Oak Trail, Round Rock, Williamson County, Texas consisting of nine (9) tracts out of the J. H. Dillard Survey, (working name: Brushy Creek North); WCAD tract numbers R031988, R031989, R385028, R418515, R419749, R419748, R032006, R421187, and R494386
20140925	Cannon 140 LP (Springswoods)	An approximate 140 acre development; nominal address is 731 CR 175 Leander. (This project is north of the Regional Park off of CR 175. WCAD parcels R032138, R496874, R031736 and R496876
20141023	Compostela Holdings ("Deer Haven")	An approximate 43.5 acre development tract at 3816 Williams Drive, Georgetown. a tract out of the D. Wright Survey and comprising WCAD tract R474647 and a portion of tract R038722

20141111	Pulte Group, Heritage Oaks at Pearson Ranch East	A 40.85 acre residential development located at 9005 Sharpstone Trail, which is a portion of Williamson County Appraisal District (WCAD) tract R329313, a 60.422 acre tract
20141112	Pulte Group, Heritage Oaks at Pearson Ranch West	A 66.6 acre development located at the southwest corner of Avery Ranch Blvd. and Pearson Ranch Road; Williamson County Appraisal District (WCAD) tracts R504073 and R324221
20141120	LAMY 2243 LTD (Bluffview)	A 77.27 acre development located on the west edge of current development on FM 2243; 1.4 miles west of IH 35; WCAD reference tracts R500156, R523502, R523503, and the eastern 3.0 acres of R472552.
20141125- A	Zamin, L.P. (Chapman Tract)	A 177.935 acre tract (42.02 acres in karst zone), nominal address 4501 Highway 29, Georgetown, TX; WCAD reference tracts R039244 and R351054.
20141125 - B	RMD Development Partners, LLC (Mayfield Ranch Tract)	A 32.26 acre tract located at CR 175, Leander, Texas; WCAD reference tracts R474315, a portion of R462355 and that portion of Arterial H lying within these tracts.
20141126	Taylor Morrison of Texas, Inc. (Robinson Remnant Tract)	A 37.595 acre tract located northwest of the intersection of Smyers Lane and Wyoming Springs Drive, Round Rock, Texas; WCAD reference tract R327569

Project/Owner	Property
Laredo W.O. , LTD.	A tract of 54.856 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 of the official public recored of Williamson County, Texas; said 54.856 acres being more particularly described by metes and bounds; WCCF Application #20120419
BJM Mayfield Ranch, LTD	An approximate 23.776 acre tract out of the Ephrain Evans Survey, Williamson County, Texas, WCAD Parcel ID #R055388; WCCF file # 20120824; such project being described The Enclave at Mayfield Ranch, Williamson County, Texas.
BRAE Group, LTD. and Novak Brothers/Texas Brownstones, LLC	a 24.07 acre subdivision, Nicholas Porter Survey Abstract No. 497, a replat of a portion of Lot 4, Block A, Lots 1,2,3,5,6, and 7 Block A, The Rivery Park II; WCAD reference numbers R466299, R466298, R466297 and R4288217; WCCF application #20130122
Laredo WO, LTD.,	A portion of Williamson County Appraisal District Parcel ID #R039221, and being; A tract of 82.156 acres out of the Isaac Donagan Survey, Abstract No. 178, situated in Williamson County, Texas; Being a portion of that certain 324.00 acre tract described in a deed to Laredo WO. LTD., of record in Document No. 2007014278 and also being a portion of the remainder of that certain 192.314 acre tract of land conveyed to Laredo WO. LTD. by deed of record in Document No. 2007014289, both of the official public records of Williamson County, Texas; said 82.156 acre tract of land more particularly described in three (3) parts by metes and bounds
Barclay/Texas Holdings VI, L.P., a Texas limited partnership	A approximate 11.41 acre commercial development comprising WCAD parcels R502881, R502882, R502883, R502884 and R502885; a series of tracts out of the Beck 11, Lots 1-5, Block A. WCCF file #201300502
HMR Holdings, Inc. and Highlands at Mayfield Ranch, LTD.	A 319.87 acre residential housing development comprising WCAD tracts R040295, R482072, R512094, R518980 and R518981, a series of tracts out of the J. Powell Survey; WCCF file #20130114; project is known as The Highlands at Mayfield Ranch
Meritage Homes of Texas, LLC	A approximate 105.9 acre (or 4,617,263 square feet more or less, tract of land out of a called 107.462 acre tract described in conveyance to Curtis C. Borho in Participation Deed recorded in Volume 2542, Pages 838-843 of the Official Records of Williamson County, Texas, out of the Anastasha Carr Survey, Abstract 122, Williamson County, Texas. A copy of the field notes (comprising two pages) for such tract are attached to this exhibit. The tract is also referenced as Williamson County Appraisal District reference number R031532.
WILLRAE Partners III, Ltd	A project area known as 4135 Williams Drive, Georgetown, Williamson County, TX 78628; AKA Williamson County Appraisal District reference tract R504209. A 7.36 acre tract, zoned C-1, a multiple commercial office/retail condominium
2013 Land Investments, LLC and Green Acres Development, LLC	An approximate 59.67 acre project site, described in metes and bounds as per the attached two page description; WCCF file #20130508. The attached metes and bounds description (2 pages), WCAD tract maps (2 pages) and project area map (one page) is made a part of this exhibit. (Total of 5 pages)
Georgetown Health Foundation	A commercial development property comprising two parcels located at the northeast corner of the intersection of Scenic Drive and Leander Road, Georgetown, Williamson County, Texas and further identified by WCAD tract references R319864 and R090290; WCCF file #20131016-A
Georgetown Health Foundation	A commercial development property located at 2300 Scenic Drive, Georgetown, Williamson County, Texas and further identified by WCAD tract references R317353; WCCF file #20131016-B.

Project/Owner	Property
Pierce, Tyrrell	**1710 CR 262, Georgetown, TX, 78633; AKA Lake Georgetown Estates II, Lot 8 (recorded in Cabinet J, Slides 319-320, plat records of Williamson County, Texas). WCAD tax parcel ID # R324853**
Allen Group, Oxford, MS	**An approximate 26.67 acre tract out of the Ephraim Evans Survey, Abstract No. 212, Williamson County, Texas; WCAD Parcel ID # R493685; WCCF Application 20120709.**
Shel-Jenn, Inc.	**Residential development, Heritage Oaks, a 12.43 acre development tract, WCAD tract reference R435456; WCCF application #20120918.**
Madison at Georgetown Cotenancy	**Residential/multi-use development, Madison at Georgetown, a 541.37 acre development tract, WCAD tract references R012261, R011080, R508127, R508128, R330211, R493826 and R496001; a tract out of the L.S. Walters survey; WCCF application #20121001.**
JHJ Land Development, Inc.	**Residential development, The Preserve at Heritage Oaks, a 9.48 acre development tract, WCAD tract reference R039221; WCCF application #20120514.**

Project/Owner	Property
Carolville. LTD	SHOPS AT VISTA RIDGE AMD, Lot 11, ACRES 19.97 (approximately); AKA Williamson County Appraisal District Parcel ID R502512; Location Address: 701 North Vista Ridge Boulevard, Cedar Park, TX 78613
Great Oaks Estates	Tract 1, Lot 5, Block A, Great Oaks; aka 15917 Great Oaks Drive, Round Rock, TX, R403591
Highland Horizon Phase II	Approximately 66.11 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase II; tracts R502306 through R502428 inclusive (122 tracts)
Highland Horizon Phase III	Approximately 63.732 acres south of RM 620 at Great Oaks Blvd as described by metes and bounds; aka Highland Horizon Phase III; tracts R499361 and tracts R499590 through R499597 inclusive.
O'Reilly Auto Parts	A 1.264 Acre Tract, Lot 1, Serenada Country Estates Unit One, David Wright Survey, Abstract No. 13, City of Georgetown, Williamson County, TX; AKA Williamson County Appraisal District Parcel ID R046893, Location Address 3809 Williams Drive, Georgetown, TX 78628
Prevarian Round Rock	7220 and 7230 Wyoming Springs Drive, Round Rock, TX, WCAD property ID # R315215 (a 16.116 acre tract out of a 16.172 acre tract in the Jacob M. Harrell survey, further described by metes and bounds)
Sendero Springs Sect 6 and 7	Section 6 and Section 7, Sendero Springs; approximately 57.87 acres in three tracts – Williamson County Appraisal District property identification numbers R432306, R055399 and R420220
T.S.-S.D. LTD.	A tract out of the Samuel Damon Survey No. 170, containing 76.52 acres, more or less; Williamson County Appraisal District reference tracts R031875 and R474925

Commissioners Court - Regular Session **27.**

Meeting Date: 02/16/2016

Public Assistance Grant 4223 - County Road 177 Low Water Crossing

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of Public Assistance Grant funding for the repair and mitigation of the County Road 177 Low Water Crossing.

Background

The County Road 177 low water crossing sustained significant damages during the flooding events in May 2015 which are eligible for disaster recovery funding. (Federal 75% and Local 25%) The project scope was developed in cooperation with Road and Bridge, FEMA, and the State.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR-177 Award Letter

CR-177 Project Worksheet

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/10/2016 09:16 AM
Form Started By: Jarred Thomas		Started On: 02/09/2016 08:49 AM
Final Approval Date: 02/10/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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STEVEN C. McCRAW
DIRECTOR
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ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

February 5, 2016

Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009861
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW00682
Project Title: WIL006C - CR 177 Low Water Crossing Damages
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW00682						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	January 26, 2016	$6,804.33	75%	$5,103.25	25%	$1,701.08

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

PA-06-TX-4223-PW-00682(0) P	
Applicant Name:	Application Title:
WILLIAMSON (COUNTY)	WIL006C - CR 177 Low Water Crossing Damages
Period of Performance Start:	Period of Performance End:
05-29-2015	11-29-2016

Subgrant Application - Entire Application

Application Title: WIL006C - CR 177 Low Water Crossing Damages
Application Number: PA-06-TX-4223-PW-00682(0)
Application Type: Subgrant Application (PW)

Preparer Information

Prefix	
First Name	PATRICK
Middle Initial	J
Last Name	MCFADDEN
Title	Technical Specialist
Agency/Organization Name	FEMA/DHS
Address 1	800 North Loop 288
Address 2	
City	Denton
State	TX
Zip	76209
Email	chris.walsh@fema.ghs.gov

Is the application preparer the Point of Contact? No

Point of Contact Information

Prefix	
First Name	Dan
Middle Initial	
Last Name	Gattis
Title	County Judge
Agency/Organization	Williamson County
Address 1	710 Main Street. Suite 101
Address 2	
City	Georgetown
State	TX
ZIP	78626

Phone	512-943-1577
Fax	512-943-1662
Email	dgattis@wilco.org

Alternate Point of Contact Information

Prefix	
First Name	Jarred
Middle Initial	
Last Name	Thomas
Title	Emergency Management Coordinator
Agency/Organization	Williamson County
Address 1	710 Main Street. Suite 101
Address 2	
City	Georgetown
State	TX
ZIP	78626
Phone	512-864-8269
Fax	512-864-8227
Email	jthomas@wilco.org

Project Description

Disaster Number:	4223
Pre-Application Number:	PA-06-TX-4223-RPA-0134
Applicant ID:	491-99491-00
Applicant Name:	WILLIAMSON (COUNTY)
Subdivision:	
Project Number:	WIL006C
Standard Project Number/Title:	307 - Stream Crossing Approach Road Washout
Please Indicate the Project Type:	Neither Alternate nor Improved
Application Title:	WIL006C - CR 177 Low Water Crossing Damages
Category:	C.ROADS & BRIDGES
Percentage Work Completed?	0.0 %
As of Date:	09-29-2015

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
PATRICK MCFADDEN	10-26-2015	Map	Aerial Photo	Aerial Photo	Aerial Photo.jpg (674.13 kb)	View

Damage Facilities (Part 1 of 2)

Facility Name	Address	County	City	State	ZIP	Action

Facility Number							Site Previously Damaged?
1	CR 177 - Low Water Crossing (LWC)	County Road 177 at the Brushy Creek Crossing	Williamson	Leander	TX	78641	No

Comments

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
PATRICK MCFADDEN	10-26-2015	Map	Aerial Photo Wide	Aerial Photo Wide	Aerial Photo Wide.jpg (743.27 kb)	View
PATRICK MCFADDEN	10-26-2015	Map	Aerial Photo Close	Aerial Photo Close	Aerial Photo Close.jpg (674.13 kb)	View
PATRICK MCFADDEN	10-26-2015	Drawings/Sketches	CR 177 Site Inspection Notes Sketch	CR 177 Site Inspection Notes Sketch	CR 177 Site Inspection Notes Sketch.pdf(41.30 kb)	View
PATRICK MCFADDEN	10-26-2015	Photos	Culvert on Down Stream Side looking North	LWC CR 177 Culvert on Down Stream Side looking North	LWC CR 177 Culvert on Down Stream Side looking North.jpg (100.70 kb)	View
PATRICK MCFADDEN	10-26-2015	Photos	Up Stream View including Roadway Surface looking Southeast	LWC CR 177 Up Stream View including Roadway Surface looking Southeast	LWC CR 177 Up Stream View including Roadway Surface looking Southeast.jpg (104.47 kb)	View
PATRICK MCFADDEN	10-26-2015	Photos	Down Stream View including Roadway Surface looking Northeast	LWC CR 177 Down Stream View including Roadway Surface looking Northeast	LWC CR 177 Down Stream View including Roadway Surface looking Northeast.jpg (128.61 kb)	View
PATRICK MCFADDEN	10-26-2015	Photos	Down Stream View including Roadway Surface West	LWC CR 177 Down Stream View including Roadway Surface West	LWC CR 177 Down Stream View including Roadway Surface West.jpg(109.49 kb)	View

Facility Name:	CR 177 - Low Water Crossing (LWC)
Address 1:	County Road 177 at the Brushy Creek Crossing
Address 2:	
County:	Williamson
City:	Leander
State:	TX
ZIP:	78641
Was this site previously damaged?	No
Percentage Work Completed?	0.00 %

Location:	PA-06-TX-4223-PW-00682(0): County Road 177 at the Brushy Creek Crossing, (1,970) feet southwest of the Intersection of County Roads 175 and 176/177.
Damage Description and Dimensions:	PA-06-TX-4223-PW-00682(0): Due to the heavy continuous rains and subsequent flooding as a result of the Incident Storm, the Incident Period of May 4 to June 22, 2015, the Applicant, Williamson County, sustained damages to facilities throughout its jurisdiction, including this single lane, (12) foot wide Low Water Crossing (LWC) Facility over Brushy Creek in Leander, Texas, on CR-177 (GPS: 30.57384, -97.78989), of a size, shape and materials of approximately (12) foot wide by (70) foot long concrete structure. The LWC was in fairly good condition: however, as constructed it spans over a creek with a single (30) inch “Pipe-Arch” CMP culvert, and side walls of (8) inch by (24) inch high concrete wall on concrete footings. The road surface consists of a concrete slab which rests on the top of the concrete sidewalls and compacted base materials. The water level during normal flows is approximately (24) inches below the road way surface. The Incident Storm flooding caused a large flow of excessive storm water to run over and under roadway surface that undermined the LWC by creating: 1). an approximate (20.5) foot long across the LWC wide of (12) foot by (6) inch high or (123) cubic feet or (4.6) cubic yard gap under the LWC footings of the sidewalls and under the road surface width. It should be noted that the top roadway surface of the LWC appears to have sustained no storm related damages. *****End of Damage Description and Dimensions*****
Scope of Work:	PA-06-TX-4223-PW-00682(0): Work Completed to Restore the Facility to Pre-Storm Condition: None. Work to be Completed to Restore the Facility to Pre-Storm Condition: Prepare the Low Water Crossing (LWC) Facility as required the site for repairs: cleaning the site area of damaged materials including displaced soil; installing warning signs, etc.: 1). Install (4.6) cubic yards of concrete mix pressure-pumped into the underside of this LWC to re-support the system and seal the LWC from additional under-structure erosion; Clean the site area of all construction materials. The work required includes: 1). Mobilization/Demobilization: (3) categories: a). (2) each for (3) ton capacity towed trailer: (2) at $ 221.80 = $ 443.60; b). (2) each for (20) ton capacity towed trailer: (2) at $ 618.50 = $ 1,237.00; c). (2) each small equipment: (2) at $ 141.78 = $ 283.56. 2). Detour Signage: a). (4) each reflective aluminum: (4) at $ 18.67 = $ 74.68; 3). Barricades: a). (2) each, wooden, (6) foot by (8) foot: (2) at $ 445.45 = $

890.90;
4). Excavation:
a). (4) bulk cubic yards: (4) at $ 18.53 = $ 74.61;
5). Structural Concrete:
a). (4.60) cubic yards, (4,000) PSI: (4.6) at $643.15 = $2,958.49.
Total Costs for Work to be Completed: = $ 5,962.84.
Refer to the attached spreadsheet: “CR 177 LWC Cost Estimate Spreadsheet”.

*****Scope of Work*****

-- PROJECT NOTE: Based on the FEMA site inspection, FEMA has determined that the damage appears to be eligible for reimbursement of the repairs.

-- DIRECT ADMINISTRATIVE COSTS: The subgrantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

-- PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

-- RECORD RETENTION: As described in 2 CFR 200.33 Subgrantee must maintain all work-related records for a period of three (3) years from Subgrantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- ENVIRONMETNAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

-- INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252

and 206.253.If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subgrantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on:
- RS Means cost estimating guide with local costs as factors

-- AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

-- 75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 through 06/22/2015 with the exception of requests for alternate or improved projects.

-- WORK TO BE COMPLETED: Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

-- SMALL PROJECTS, ANY CATAGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

-- SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

Hazard Mitigation Proposal

* Is effective mitigation feasible on this site?	No
If you answered **Yes** to the above question, the next question is required	
Will mitigation be performed on this site?	No
If you answered **Yes** to the above question, the next question is required	
Do you wish to attach a Hazard Mitigation Proposal?	No
If you answered **Yes** to the above question, the next two questions are required	
Please provide the Scope of Work for the estimate: (maximum 4000 characters)	
Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost?	No

GIS Coordinates

Project Location	Latitude	Longitude
CR 177 at Brushy Creek Crossing	30.57384	-97.78989

Special Considerations

1. Does the damaged facility or item of work have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles, etc)? Unsure

2. Is the damaged facility located within a floodplain or coastal high hazard area and/or does it have an impact on a floodplain or wetland? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)
Flood Zone 'X', with small portion of the roadway surface in Flood Zone 'A', see FM48491C0250E, and Williamson - San Gabriel Ranch Road - Flood Map.

3. Is the damaged facility or item of work located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)
While within a residential area, just to the east and southeast is a heavily wooded area and the Lackey Creek

4. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint, material, location, capacity, use of function)? No

If you would like to make any comments, please enter them below.

(maximum 4000 characters)
The proposed repairs will restore to the original design conditions.

5. Does the applicant have a hazard mitigation proposal or would the applicant like technical assistance for a hazard mitigation proposal? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)
The Northeast side of the embankment received the most severe wash-out, extending the damages in a northerly direction approximately (26) feet. The HMP is to provide Rip-Rap stone embankment protection to avoid this major wash-out from excessive storm water from other areas of the surrounding properties. Also, a second area of HMP is the face of the embankment: in lieu of top soil and seeding, it is proposed to install a concrete slab.

6. Is the damaged facility on the National Register of Historic Places or the state historic listing? Is it older than 50 years? Are there more, similar buildings near the site? No

7. Are there any pristine or undisturbed areas on, or near, the project site? Are there large tracts of forestland? Yes

If you would like to make any comments, please enter them below.

(maximum 4000 characters)
While within a residential area, just to the east and southeast is a heavily wooded area and the Lackey Creek

8. Are there any hazardous materials at or adjacent to the damaged facility and/or item of work? No

9. Are there any other environmental or controversial issues associated with the damaged facility and/or item of work? No

Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
PATRICK MCFADDEN	10-26-2015	Floodplain	FM48491C0460E	FM48491C0460E	FM48491C0460E.pdf (151.33 kb)	View

For Category C, D, E, F, and G Projects only

Is effective mitigation feasible on this project? No

If you answered **Yes** to the above question, the next question is required

Will mitigation be performed on any sites in this project? No

If you answered **Yes** to the above question, the next question is required

Do you wish to attach a Hazard Mitigation Proposal? No

If you answered **Yes** to the above question, the next two questions are required

Please provide the Scope of Work for the estimate:

Would you like to add the Hazard Mitigation Proposal as a cost line item to the project cost? No

Comments

Attachments

Cost Estimate

Is this Project Worksheet for

(Preferred) Repair

Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
***** Version 0 *****									
Work Completed									
1	9999	NONE	1	LS	$ 0.00	CONSTRUCTION	Work Completed	$ 0.00	
Work To Be Completed									
2	9999	Repairs Required to Restore to Pre-Storm Condition	1	LS	$ 5,962.84	CONSTRUCTION	Work To Be Completed	$ 5,962.84	
Direct Subgrantee Admin Cost									

3	9901	Direct Administrative Costs (Subgrantee)	1	LS	$ 841.49	INDIRECT CHARGES	Direct Subgrantee Admin Cost	$ 841.49	
							Total Cost :	**$ 6,804.33**	

Insurance Adjustments (Deductibles, Proceeds and Settlements) - 5900/5901									
Sequence	Code	Material and/or Description	Unit Quantity	Unit of Measure	Unit Price	Subgrant Budget Class	Type	Cost Estimate	Action
							Total Cost :	**$ 0.00**	

Total Cost Estimate: (Preferred Estimate Type + Insurance Adjustments)	**$ 6,804.33**

Comments
Attachments

User	Date	Document Type	Description	Hard Copy File Reference	File Name	Action
PATRICK MCFADDEN	10-26-2015	Calculation Sheet	Cost Estimate Spreadsheet	CR 177 LWC Cost Estimate Spreadsheet	CR 177 LWC Cost Estimate Spreadsheet.pdf(130.44 kb)	View
PATRICK MCFADDEN	10-26-2015	Additional Information	DAC Information TX 4223 DR	DAC Information TX 4223 DR	DAC Information TX 4223 DR.pdf(53.20 kb)	View
L WALLACE	01-04-2016	Miscellaneous	DAC Worksheet		WIL006C - DAC Worksheet.pdf(86.15 kb)	View

Existing Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required

Required Insurance Information

Insurance Type	Policy No.	Bldg/Property Amount	Content Amount	Insurance Amount	Deductible Amount	Years Required
Flood	Not required this PW	$ 0.00	$ 0.00	$ 0.00	$ 0.00	0

Comments
Attachments

Comments and Attachments

Name of Section	Comment	Attachment
Project Description		Aerial Photo.jpg (10-26-2015)
Damage Facilities		

	Comments and Attachments
	Aerial Photo Wide.jpg (10-26-2015)
	Aerial Photo Close.jpg (10-26-2015)
	CR 177 Site Inspection Notes Sketch.pdf (10-26-2015)
	LWC CR 177 Culvert on Down Stream Side looking North.jpg (10-26-2015)
	LWC CR 177 Up Stream View including Roadway Surface looking Southeast.jpg (10-26-2015)
	LWC CR 177 Down Stream View including Roadway Surface looking Northeast.jpg (10-26-2015)
	LWC CR 177 Down Stream View including Roadway Surface West.jpg (10-26-2015)
Special Considerations	FM48491C0460E.pdf (10-26-2015)
	CR 177 LWC Cost Estimate Spreadsheet.pdf (10-26-2015)
Cost Estimate	DAC Information TX 4223 DR.pdf (10-26-2015)
	WIL006C - DAC Worksheet.pdf (01-04-2016)
Form 90-91	Signed 90-91 Williamson (County) PW682.pdf (02-01-2016)

Bundle Reference # (Amendment #)	Date Awarded
PA-06-TX-4223-PW-00682(886)	01-26-2016

Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY

PROJECT WORKSHEET

DISASTER	PROJECT NO.	PA ID NO.	DATE	CATEGORY
FEMA 4223 - DR -TX	WIL006C	491-99491-00	11-23-2015	C

APPLICANT: WILLIAMSON (COUNTY)	WORK COMPLETE AS OF: 09-29-2015 : 0 %
Site 1 of 1	
DAMAGED FACILITY: CR 177 - Low Water Crossing (LWC)	COUNTY: Williamson

LOCATION:	LATITUDE:	LONGITUDE:
PA-06-TX-4223-PW-00682(0): County Road 177 at the Brushy Creek Crossing, (1,970) feet southwest of the Intersection of County Roads 175 and 176/177. Current Version:	30.57384	-97.78989

DAMAGE DESCRIPTION AND DIMENSIONS:

PA-06-TX-4223-PW-00682(0):

Due to the heavy continuous rains and subsequent flooding as a result of the Incident Storm, the Incident Period of May 4 to June 22, 2015, the Applicant, Williamson County, sustained damages to facilities throughout its jurisdiction, including this single lane, (12) foot wide Low Water Crossing (LWC) Facility over Brushy Creek in Leander, Texas, on CR-177 (GPS: 30.57384, -97.78989), of a size, shape and materials of approximately (12) foot wide by (70) foot long concrete structure.

The LWC was in fairly good condition: however, as constructed it spans over a creek with a single (30) inch “Pipe-Arch” CMP culvert, and side walls of (8) inch by (24) inch high concrete wall on concrete footings. The road surface consists of a concrete slab which rests on the top of the concrete sidewalls and compacted base materials. The water level during normal flows is approximately (24) inches below the road way surface.

The Incident Storm flooding caused a large flow of excessive storm water to run over and under roadway surface that undermined the LWC by creating:
1). an approximate (20.5) foot long across the LWC wide of (12) foot by (6) inch high or (123) cubic feet or
(4.6) cubic yard gap under the LWC footings of the sidewalls and under the road surface width.
It should be noted that the top roadway surface of the LWC appears to have sustained no storm related damages.

*****End of Damage Description and Dimensions*****

Current Version:

SCOPE OF WORK:

PA-06-TX-4223-PW-00682(0):
Work Completed to Restore the Facility to Pre-Storm Condition: None.
Work to be Completed to Restore the Facility to Pre-Storm Condition:
Prepare the Low Water Crossing (LWC) Facility as required the site for repairs: cleaning the site area of
damaged materials including displaced soil; installing warning signs, etc.:
1). Install (4.6) cubic yards of concrete mix pressure-pumped into the underside of this
LWC to re-support the system and seal the LWC from additional under-structure erosion;
Clean the site area of all construction materials.
The work required includes:
1). Mobilization/Demobilization: (3) categories:
a). (2) each for (3) ton capacity towed trailer: (2) at $ 221.80 = $ 443.60;
b). (2) each for (20) ton capacity towed trailer: (2) at $ 618.50 = $ 1,237.00;
c). (2) each small equipment: (2) at $ 141.78 = $ 283.56.
2). Detour Signage:
a). (4) each reflective aluminum: (4) at $ 18.67 = $ 74.68;
3). Barricades:
a). (2) each, wooden, (6) foot by (8) foot: (2) at $ 445.45 = $ 890.90;
4). Excavation:
a). (4) bulk cubic yards: (4) at $ 18.53 = $ 74.61;
5). Structural Concrete:
a). (4.60) cubic yards, (4,000) PSI: (4.6) at $643.15 = $2,958.49.
Total Costs for Work to be Completed: = $ 5,962.84.
Refer to the attached spreadsheet: “CR 177 LWC Cost Estimate Spreadsheet”.

*****Scope of Work*****

-- PROJECT NOTE: Based on the FEMA site inspection, FEMA has determined that the damage appears to be eligible for reimbursement of the repairs.

-- DIRECT ADMINISTRATIVE COSTS: The subgrantee requested Direct Administrative Costs (DAC) that are directly chargeable to this project. Associated eligible work is related administration of the PA project only and in accordance with 2 CFR 200.413. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

-- PROCUREMENT: The Applicant was advised by FEMA PAC and/or Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the Applicant must comply with its Local, State and/or Federal procurement laws, regulations, and procedures as required by 2 CFR 317-326.

-- RECORD RETENTION: As described in 2 CFR 200.33 Subgrantee must maintain all work-related records for a period of three (3) years from Subgrantee closure (final payment), all records relative this project worksheet are subject to examination and audit by the State, FEMA and the Comptroller General of the United States and must reflect work related to disaster specific costs.

-- PERMITS: Federal Funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds. The applicant is responsible for obtaining all required permits prior to the commencement of work.

-- ENVIRONMETNAL AND HISTORIC PRESERVATION: Applicant must comply with all applicable environmental and historic preservation laws. Federal funding is contingent upon acquiring all necessary Federal, State and Local permits. Noncompliance with this requirement may jeopardize the receipt of federal funds.

-- CHANGES TO SCOPE OF WORK DESCRIBED IN THIS PW/SA (SUBGRANT APPLICATION): The applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities. Any change to the approved scope of work on a Project Worksheet (PW/SA) must be reported and approved before work begins. Failure to report changes may

jeopardize Federal and State funding. In the case of a change in scope of work, the applicant should immediately notify Wendell Allen, Section Administrator, Texas Department of Emergency Management prior to starting work.

-- INSURANCE REVIEW: The applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253.If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the applicant's insurance policy which may affect the total amount of the project. Approval of this project may result in an obtain/maintain insurance requirement. The Subgrantee must comply with insurance reviewer terms and conditions upon receipt of sub-grant from the State.

-- COST BASIS FOR LABOR, EQUIPMENT AND MATERIALS: Costs used to formulate this project were based on:
- RS Means cost estimating guide with local costs as factors

-- AUDIT STATEMENT: All documentation related to this project worksheet is subject to audit and must reflect disaster – related work and project – specific cost. The applicant has been advised of responsibility to maintain supporting documentation (records). The type of records to be maintained is specified in FEMA policy 2 CFR Subpart F, Audit Requirements. Records must be maintained for three 3 years from the date the last project was completed or from the date final payment was received, whichever is later.

-- 75% FEDERAL FUNDING: In accordance with FEMA policy 9523.9 and current disaster declaration determinations, this project worksheet will be funded with the Federal Cost share at 75% of all eligible costs.

-- By accepting this grant the Applicant to the best of their ability acknowledges that all damages described within this Sub-grant Application and all associated costs being claimed were a direct result of the declared event, and in connection with the incident period of 05/04/2015 through 06/22/2015 with the exception of requests for alternate or improved projects.

-- WORK TO BE COMPLETED: Upon completion, this site will be returned to its original design, function, and capacity within the original footprint. Acquiring all necessary Federal, State, and local permits is required for Federal Funding. Noncompliance with this requirement may jeopardize the receipt of Federal funds

-- SMALL PROJECTS, ANY CATAGORY: For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds (Digest pg. 121.) FEMA does not perform final inspections on small projects; however, the state must certify compliance. The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under-run). A final Project Worksheet will then be required in EMMIE to capture all the eligible PA costs for the small projects.

-- SMALL PROJECT CHANGE REQUEST: Change requests to small project worksheets will not be approved unless there is a change in the approved scope of work. This change must be approved prior to the construction. If after completion of all small projects the applicant incurs a significant net small project overrun, the applicant must file an appeal within 60 day of completion of the applicant's last small project. All requests must be submitted through the grantee.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? ☐ Yes ☑ No	Special Considerations included? ☑ Yes ☐ No
Hazard Mitigation proposal included? ☐ Yes ☑ No	Is there insurance coverage on this facility? ☐ Yes ☑ No

PROJECT COST

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9999	NONE	1/LS	$ 0.00	$ 0.00
		Work To Be Completed			
2	9999	Repairs Required to Restore to Pre-Storm Condition	1/LS	$ 5,962.84	$ 5,962.84
		Direct Subgrantee Admin Cost			
3	9901	Direct Administrative Costs (Subgrantee)	1/LS	$ 841.49	$ 841.49
				TOTAL COST	$ 6,804.33

PREPARED BY PATRICK J MCFADDEN	TITLE Technical Specialist	SIGNATURE
APPLICANT REP. Dan Gattis	TITLE County Judge	SIGNATURE

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-00682					
Conditions Information					
Review Name	**Condition Type**	**Condition Name**	**Description**	**Monitored**	**Status**
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.	No	Approved
Final Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Approved
Final Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Approved
Final Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Approved
Final Review	Other (EHP)	Executive Order 11988 - Floodplains	Construction materials, debris, equipment, and personnel will encroach upon the floodway. The applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.	No	Approved
Final Review	Other (EHP)		BEST MANAGEMENT PRACTICE CONDITION: As	No	Approved

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-00682					
Conditions Information					
		Executive Order 11988 - Floodplains	per 44 CFR 9.11 (d) (9), mitigation or minimization standards must be applied where possible. The applicant shall ensure that best management practices are implemented to minimize effects to and from the floodway. This includes equipment storage and staging outside the floodway, daily debris removal, appropriate flood warning and preparedness plans, and adequate access and egress from the project site. As per 44 CFR 9.6, this project is to be reviewed for the implementation and post-implementation phases of the proposed action to ensure that the requirements stated in Part 9.11 are fully implemented.		
EHP Review	Other (EHP)	Standard Condition #3	If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #2	This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.	No	Recommended
EHP Review	Other (EHP)	Standard Condition #1	Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.	No	Recommended
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	Construction materials, debris, equipment, and personnel will encroach upon the floodway. The applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination	No	Recommended

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-00682					
Conditions Information					
			pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.		
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	BEST MANAGEMENT PRACTICE CONDITION: As per 44 CFR 9.11 (d) (9), mitigation or minimization standards must be applied where possible. The applicant shall ensure that best management practices are implemented to minimize effects to and from the floodway. This includes equipment storage and staging outside the floodway, daily debris removal, appropriate flood warning and preparedness plans, and adequate access and egress from the project site. As per 44 CFR 9.6, this project is to be reviewed for the implementation and post-implementation phases of the proposed action to ensure that the requirements stated in Part 9.11 are fully implemented.	No	Recommended
EHP Review	Other (EHP)	Executive Order 11988 - Floodplains	Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.	No	Recommended
Insurance Review	Conditions (Grant Specific)	S.A.ection 312 Duplicatio of benefits	No duplication of benefits from insurance is anticipated for this Sub-Grant Application (PW). In the event any part or all of the PW eligible costs are paid by insurance proceeds then a duplication of benefits from insurance will occur. The Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant amount must be reduced by actual	Yes	Recommended

WILLIAMSON (COUNTY) : PA-06-TX-4223-PW-00682					
Conditions Information					
			insurance proceeds. Brian W. Bartley, CFM – 11/24/2015		

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
16	Award Review	RENFRO GARY	01-26-2016 01:29 PM GMT	Obligate 36 PWs for DR4223TX for qtr 2 spend plan. gary renfro 1/26/16
15	Final Review	RENFRO GARY	01-23-2016 03:48 PM GMT	I agree with the reviews, ready to obligate. gary renfro 1/23/16
14	EHP Review	BOWEN BERT	01-05-2016 08:27 PM GMT	Williamson County, Category C, 0.0% work completed, CR 177 Brushy Creek Crossing. (30.57384, -97.78989). To return site to Pre-disaster conditions, Applicant will prepare the Low Water Crossing (LWC) facility as required for repairs, clean the site area of damaged materials including displaced soil; install warning signs, etc. Also, they will install 4.6 cubic yards of concrete mix pressure-pumped into the underside of this LWC to re-support the system and seal the LWC from additional under-structure erosion. No mitigation is proposed with this project. This project has been determined to be Statutorily Excluded from NEPA review in accordance with 44 CFR Part 10.8 (c). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - sdaneshf - 11/25/2015 20:13:14 GMT ***COMMENT ABOVE IS VOID AND NO LONGER APPLICABLE*** - dblack15 - 01/05/2016 20:13:49 GMT Williamson (County), WIL006C- CR 177 Low Water Crossing Damages, category C. This project is to return CR 177 Brushy Creek Crossing (30.57384, -97.78989) to Pre-disaster conditions and function. Applicant will prepare the Low Water Crossing (LWC) facility as required for repairs, clean the site area of damaged materials including displaced soil; install warning signs, etc. Also, they will install 4.6 cubic yards of concrete mix pressure-pumped into the underside of this LWC to re-support the system and seal the LWC from additional under-structure erosion. No mitigation is proposed with this project

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
				This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with 44 CFR Part 10.8(d)(2)(xv). Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - dblack15 - 01/05/2016 20:25:20 GMT The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work. The applicant must comply with all conditions of the required permit(s). All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files. - dblack15 - 01/04/2016 19:27:22 GMT A review of the National Wetland Inventory (NWI) online mapper, accessed on November 25, 2015, for the site indicates that the area is not located within nor does it affect a designated wetland. - sdaneshf - 11/25/2015 20:38:50 GMT - The scope of work for this project does not require U.S. Fish and Wildlife Services (USFWS) consultation per FEMA/USFWS disaster consultation letter dated August 7, 2015. - sdaneshf - 11/25/2015 20:30:49 GMT Pressure injection of concrete under LWC should be reviewed as codes and standards (xv) not as a statex. The project is located within an “AE” zone, area of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panel 5962.84, dated 1/4/2015. Initial Disaster Public Notice was published on 7/20/2015. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains nor is it likely to increase the risk of flood loss. - nbooth - 01/04/2016 21:27:29 GMT The scope of work has been reviewed and meets the criteria in Appendix B - Programmatic Allowances, I.A.1.d., II.C.1.c. of FEMA's Programmatic Agreement (PA) dated September 11, 2014. In accordance with this PA, FEMA is not required to determine the National Register eligibility of properties where work performed meets the Appendix B criteria. - dblack15 - 11/25/2015 13:53:13 GMT
13	Initial Review (EHP Rework)	BUCKLEY DAVID	01-04-2016 05:48 PM GMT	1/4/2016 - Recommend Eligible - D. Buckley
12	Initial Review (EHP Rework)	BUCKLEY DAVID	01-04-2016 05:39 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley
11	Initial Review (EHP Rework)	BUCKLEY DAVID	01-04-2016 05:17 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley
10	Initial Review (EHP Rework)	BUCKLEY DAVID	01-04-2016 04:41 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley

Internal Comments				
No.	Queue	User	Date/Time	Reviewer Comments
9	Initial Review (EHP Rework)	WALLACE L	01-04-2016 04:10 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley
8	Initial Review (EHP Rework)	WALLACE L	01-04-2016 03:56 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley
7	Initial Review (EHP Rework)	WALLACE L	01-04-2016 03:52 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley
6	Initial Review (EHP Rework)	BUCKLEY DAVID	01-04-2016 01:47 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley
5	Initial Review (EHP Rework)	BUCKLEY DAVID	01-04-2016 01:46 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley
4	Initial Review (EHP Rework)	BUCKLEY DAVID	12-14-2015 02:37 PM GMT	12/14/2015 - Placed on hold pending DAC documentation support - D. Buckley
3	Mitigation Review	BRANDON BERNARD	11-24-2015 09:16 PM GMT	Due to the type of damages, no mitigation measures were identified, proposed or implemented by the applicant during repairs. The site will be restored to pre-disaster condition. No mitigation will be funded under the RP-9526.1 for this PW. Bernard E Brandon, HM 406
2	Insurance Review	BARTLEY BRIAN	11-24-2015 02:52 PM GMT	Brian W Bartley, CFM – 11/24/2015, PA-06-TX-4223-PW-00682(0): The damaged facilities for this Sub Grant Application (PW) are all Roads. The Sub-Applicant: Williamson County has property insurance coverage through the Texas Association of Counties (TAC) which does not extend coverage to any roads in the covered property and locations schedules. The peril that caused the damage to these facilities is FLOOD; the damaged facilities as described do not meet the definition of insurable property for the National Flood Insurance Program (NFIP) nor are they typically insured by available commercial property insurance. Therefore there will be no requirement to Obtain and Maintain – NFIP Flood Insurance or other Flood Insurance under - 44 CFR 206.252(d) and S.A. Sec. 311. There are no anticipated insurance proceeds for the damaged facilities for this PW, therefore no offset has been applied under S.A. Sec. 312., Duplication of Benefits (42 U.S.C. 5155) (a). No duplication of benefits from insurance is anticipated for this Sub-Grant Application (PW). In the event any part or all of the PW eligible costs are paid by insurance proceeds then a duplication of benefits from insurance will occur. The Applicant must notify grantee and FEMA of such recoveries and the Sub-Grant amount must be reduced by actual insurance proceeds. Brian W. Bartley, CFM – 11/24/2015
1	Initial Review	BUCKLEY DAVID	11-23-2015 11:29 PM GMT	11/23/2015 - Recommend Eligible - D. Buckley

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GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"

B. **Failure to Perform**. In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations**. DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
   2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period**. The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
http://www.txdps.state.tx.us/dem/GrantsResources/index.htm.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.
1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

    The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

    Must perform **cost/price analysis** for purchases over $3000.

    Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. ***Changes, Amendments, Suspension or Termination***

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
    a. The reason(s) for such termination;
    b. The effective date of such termination; and
    c. In the case of partial termination, the portion of this Grant to be terminated.
    d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

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

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

   4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.

4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.

5. A cost overrun appeal on small ($120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.

9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.

10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.

11. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.

13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **28.**

Meeting Date: 02/16/2016

Approve SHI International Consulting Service Contract per DIR-SDD-2188

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving service contract between SHI International and Williamson County Information Technology Services Department for General Security Consulting Services per DIR contract DIR-SDD-2188.

Background

SHI International agrees and will comply with any and all local, state and federal requirements with respect to the services rendered. Applicable terms and conditions pursuant to DIR-SDD-2188. The amount of compensation paid to SHI is capped and paid at the total of $12,500.00 for the specific project.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

General Security Consulting Contract

1295 Form

SHI Statement of Work Document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/11/2016 08:57 AM
County Judge Exec Asst.	Wendy Coco	02/11/2016 09:03 AM
Form Started By: Jewel Walker		Started On: 02/08/2016 11:30 AM
Final Approval Date: 02/11/2016		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
DIR-SDD-2188
(General Security Consulting For Information Technology Services Department)

THIS CONTRACT ("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 SHI International Corp., (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 based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$12,500.00** for the specific project. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work, which is marked Exhibit "A" and incorporated herein as if copied in full.

VII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1) Service Provider's Statement of Work, which is marked Exhibit "A";

2) Service Provider's Master Service Agreement, available at: https://www.shidirect.com/CustomerServices/ShowContentAll.aspx?cView=2&cID=766; and

3) Applicable terms and conditions pursuant to DIR-SDD-2188.

Where there is any conflict between any of the above-referenced Contract documents/exhibits or incorporated documents, this terms herein shall take precedence, followed by the Contract documents in the order listed above.

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 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 Contract, have access to and the right to examine and photocopy any and all financial 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 thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

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_____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature
Cassie Skelton
Sr. Contracts Specialist

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-7156

Date Filed:
01/29/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHI Government Solutions
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

DIR-SDD-2188
General Security Consulting Contract

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

MARC A. POOLE
ID # 2408905
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/25/2016

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sr. Contract Specialist, this the 29 day of Jan., 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Marc A Poole	Marc A. Poole	RFP Specialist

General Security Consulting Activities

Time and Materials Proposal

Prepared for

Williamson County

Presented By
Randy Guin, CISSP, CGEIT
Field Solutions Manager, SHI
972-571-4538
randy_guin@shi.com

Prepared by
Christopher J. Marcinko, CISSP, CISA, GSNA
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(Revision v1.3)

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1. SCOPE OF SERVICES

Williamson County ("Customer") has engaged SHI Security Solutions to provide general consulting hours which can be used as needed to support the internal Security and Risk Management program.

The specific goals and objectives for this project are as follows:

- Forty (40) general Security Consulting hours, billed at minimum increments:
  - Fifteen (15) minutes for remote activities
  - Eight (8) hours for onsite activities
- Said hours can be used at the discretion of Williamson County as questions and challenges pertaining to the overall information Security and Risk Management program are identified
- Consulting hours will expire after forty (40) man-hours are spent – or – after one-hundred-twenty (120) days after the date of the SOW customer signature (whichever comes first)
- Most consulting tasks will be executed remotely through email, phone, and web meetings
- Up to five (5) days is included for onsite activities

Any objective requiring architectural design or implementation will be addressed through separate Statement of Works (SOWs) as requested by Williamson County Stakeholders.

2. TIMEFRAME

- Estimated Start Date: February 2016
- Estimated End Date: June 2016

The above estimated start and end dates are based on a schedule determined during initial scoping conversations. The estimated duration of this project is **forty (40) hours or one-hundred-twenty (120) days**. Note that Time and Materials budgets and durations are estimates. The final project duration is affected by the actual time provided by all resources against the budget. Unless otherwise detailed, the Customer Purchase Order will be used without precedence of resources and may distribute budget dollars across resources in other than defined in Section 5.

3. RESOURCES AND SKILLS

SHI will provide individual resources outlined below to be participants for this effort. These resources will participate in all required steps and will be fully or partially responsible for tasks where appropriate:

Name	Role	Involvement
Sponsor/Project Manager	Provide a single point of contact for project-related issues	Part Time
IT Resource(s)	Sr. Security Solution Architect Security Consultant	Full Time

All resources are directed by the Customer. SHI Project Manager will be responsible to coordinate schedules and status meetings as will be defined in the Kickoff Meeting.

4. CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the baseline Project plan if mutually accepted by the Customer and SHI Project Managers.

Under the Change Control Process, a written "Change Request" (attached as Appendix A) will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Williamson County will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

5. BILLING INFORMATION

SHI proposes to deliver the services described here for the rates set forth below. This is an estimate of the time required to complete the objective. There is no guarantee it can or will be implemented within this timeframe:

Rate Description	Estimated # of Hours	Total Fee
General Security Consulting	40	$12,500
Total fee †		$12,500

This quote is valid for 60 days from 2016-02-07.

†This is an estimate of the time and cost to complete the objectives described previously. However, it is not a guarantee that the work can be completed in the estimated time.

The total cost of this project is not to exceed $12,500 unless otherwise agreed to by both parties via the Change Control Process as described previously.

Any additional work that is required outside the scope of this SOW requires written approval by Williamson County and SHI as described in the Change Control Process described previously in this document and will be billed at a rate mutually agreed upon by SHI and Williamson County.

1. TRAVEL EXPENSES

Up to five (5) days (including all travel expenses) is included within the above cost for onsite activities

2. BILLING TERMS

SHI will invoice for these services on a monthly basis or at the completion of the project, whichever comes first. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order.

3. STATE OF TEXAS CO-OP PURCHASING PROGRAM

SHI participates within the Texas Procurement and Support Services Cooperative Purchasing Program (State of Texas CO-OP) through contract DIR-SDD-2188.

6. LOCATIONS

The location/s of services to be provided and billing contact is:

CONTACT INFORMATION
Company Name: Williamson County
Street Address: 1821 Southeast Inner Loop
City, State, Zip Code: Georgetown, TX 78626
Contact Name and Title: Alison Gleeson
Contact Phone Number and E-mail address: agleason@wilco.org 512-943-1680

WORK LOCATION
Street Address: 1821 Southeast Inner Loop
City, State, Zip Code: Georgetown, TX 78626

7. ASSUMPTIONS

The engagement time frame and associated fees quoted within this Proposal are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Proposal.

1. SHI is not responsible for lost data. SHI recommends that Williamson County perform a full working backup of their network prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Williamson County is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead time for scheduling is fourteen (14) business days from our receipt of the signed proposal or fourteen (14) business days from the confirmed start date between SHI and Williamson County; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.
4. SHI will not develop applications as a part of this Proposal.
5. Williamson County will provide the necessary hardware to complete the engagement.

6. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Williamson County
7. Any restrictions or requirements regarding the engineer's use of personal equipment must be stated in advance of the commencement of the engagement.
8. Williamson County will make the necessary administrative usernames and passwords available to the engineer.
9. Williamson County will provide detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Williamson County will provide the necessary workspace and network access to provide the above services.
11. Williamson County will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Williamson County. All wiring, hardware, and software required to perform the above services are in working order.
13. Williamson County will provide a technical point of contact during the time of this engagement.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
16. Both Williamson County and SHI agree that previously executed HIPAA Security Risk Assessment does not reflect a conflict of interest which would impact the successful execution of the proposed General Security Consulting
17. While every effort will be made to expedite all consulting efforts, responses to Customer requests will be subject to lead-times dependent upon resource workloads, generally (but not limited to):
    - One (1) business day for email responses
    - Three (3) day notice for remote meeting requests
    - Three (3) week notice for onsite travel

8. CUSTOMER RESPONSIBILITIES

Both Williamson County and SHI are responsible for the successful execution of this engagement. Williamson County agrees to the following assigned responsibilities:

- Prior to the start of this Proposal, Williamson County will indicate to SHI in writing a person to be the point of contact. All engagement communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Williamson County in all aspects of the engagement; however any changes that affect the scope of this Proposal, schedule or price will require that an amendment to the Proposal be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Williamson County and SHI is made through the SHI Engagement Manager.

- The Customer Contact will obtain and provide engagement requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI engagement personnel have reasonable and safe access to the Engagement site and adequate office space, if required.
- The Customer Contact will help resolve engagement issues and ensure that issues are brought to the attention of the appropriate persons within the Williamson County organization, if required.
- Customer Contact will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this engagement ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
- Williamson County will inform SHI of all access issues and security measures, and provide access to all necessary hardware and facilities as required.
- Williamson County will provide, at no expense to SHI: computer hardware, software, and access to the Williamson County network as required to complete the work described in this Proposal.
- Williamson County is responsible for providing all telecommunications equipment, and related infrastructure as required for the successful completion of this Engagement.
- Williamson County agrees that all related information regarding this engagement will be communicated to SHI as expeditiously as possible.

9. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the SHI services agreement between Williamson County and SHI, or, if Williamson County and SHI have not executed a service agreement, the terms of the Professional Services Agreement shown in SHI PSA - Terms and Conditions incorporated herein by reference (in either case, the "Terms and Conditions".) This agreement shall be considered an "SOW" for purposes of the Terms and Conditions.

10. SPECIAL DATA SECURITY CONSIDERATIONS

As data security concerns and regulations continue to rise in import such as Health Insurance Portability and Accountability Act (HIPAA) and Payment Card Industry Data Security Standard (PCI DSS), SHI wants to ensure the project delivery Team maintains that compliance. If the Customer organization utilizes special tools or has procedural requirements that must be observed during this project such as the use of Cloud storage or file/email encryption, please advise your SHI Sales representative and Project Manager as soon as possible. If required tools are not currently employed by the SHI Team, the costs of those tools will be a project expense pass-through. Please allow project initialization time for acquisition of these tools.

11. PROPOSAL ACCEPTANCE

The Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Proposal for the services defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

Williamson County		**SHI International Corp.**	
Name		**Name**	
Title		**Title**	
Signature		**Signature**	
Date		**Date**	

12. CONFIDENTIAL

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Williamson County If a contract is awarded to SHI as a result of or in connection with the submission of this document, Williamson County shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Williamson County and SHI. This restriction does not limit Williamson County right to use information contained in this document if it is obtained from another source without restriction.

13. APPENDIX A – CHANGE REQUEST FORM

CHANGE REQUEST FORM

Project Name:	General Security Consulting Hours
Customer Name:	Williamson County
Change Request Number:	
Date:	
Submitted by:	
Change Evaluator:	

CHANGE REQUEST DESCRIPTION

IMPACT OF

PRICE

SIGNATURES

Status: Accepted/Rejected		**Reason:**	
Williamson County Approval:		**Date:**	
SHI Project Manager Approval:		**Date:**	

Commissioners Court - Regular Session **29.**

Meeting Date: 02/16/2016

Award Bid# 1512-037 Forest North Drainage Improvements

Submitted For: Max Bricka **Submitted By:** Jewel Walker, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB# 1512-037 Forest North Drainage Improvement for Williamson County Road and Bridge to the lowest and best bidder, Smith Contracting.

Background

There were five bidders for Forest North Drainage Improvements 1512-037. Smith Contracting was the best, lowest bidder at $149,180.00 total.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1295- Smith Contracting

Service Agreement

bid tab

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/11/2016 09:19 AM
County Judge Exec Asst.	Wendy Coco	02/11/2016 10:48 AM
Form Started By: Jewel Walker		Started On: 02/08/2016 01:40 PM
Final Approval Date: 02/11/2016		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-10322

Date Filed:
02/08/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SMITH CONTRACTING CO INC
AUSTIN, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

1512-037 Forest North Drainage
Drainage improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

AMANDA NULL
Notary Public, State of Texas
My Commission Expires
March 09, 2019

Hardin Camp
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Hardin Camp, this the 8 day of February, 20 16, to certify which, witness my hand and seal of office.

Amanda Null — Signature of officer administering oath
Amanda Null — Printed name of officer administering oath
Accounts Payable — Title of officer administering oath

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and Smith Contracting ("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, Forest North Drainage Improvements #1512-037, 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 one hundred fourty nine thousand, one hundred and eighty dollars. ($149,180.00) 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 #1512-037, 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: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; 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/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 **18 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. 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 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 represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

CONTRACTOR:

M.A. SMITH CONTRACTING CO. INC.

By: Hardin Camp II VP

Printed Name: HARDIN CAMP II VP

Title: VICE PRESIDENT

Date: _____

Date: 2-8-2016

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

HARDIN CAMP II VP
_____
_____
_____
Phone 512-789-5441
Fax _____

Bid #1512-037 - Forest North Drainage Improvements - Bayswater Zone

Creation Date **Dec 8, 2015**
Start Date **Jan 5, 2016 10:50:16 AM CST**
End Date **Feb 2, 2016 3:00:00 PM CST**
Awarded Date **Not Yet Awarded**

1512-037-01-01 ENTER TOTAL PRICE, ATTACH ALL DOCUMENTS AND BID FORM HERE

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
smith contracting	First Offer - $149,180.00	1 / each	$149,180.00		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Austin Filter Systems, Inc	First Offer - $165,975.00	1 / each	$165,975.00		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
RHB	First Offer - $196,495.00	1 / each	$196,495.00		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
CRU Ltd	First Offer - $197,310.00	1 / each	$197,310.00		
Product Code: **Agency Notes:**		**Supplier Product Code:** 1512-037-01-01 **Supplier Notes:**			
Austin Engineering Co, Inc	First Offer - $233,390.00	1 / each	$233,390.00		
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

smith contracting **$149,180.00**

Bid Contact **Hardin Camp II**
Hasmith923@gmail.com
Ph 512-990-7640

Address **15308 ginger**
austin, TX 78728

Bid Bond (Status: An error occurred during verification. Bond Not Found)

Agency Notes:

Supplier Notes:

Austin Filter Systems, Inc **$165,975.00**

Bid Contact **--**
Ph 512-331-6673
Fax 512-331-6687

Address **13653 Rutledge Spur**
Austin, TX 78717

Agency Notes:

Supplier Notes:

RHB **$196,495.00**

Bid Contact **Ron Hummel**
rhbco@yahoo.com
Ph 512-738-1296

Address **402A West Palm Valley #325**
Round Rock, TX 78664

Agency Notes:

Supplier Notes:

CRU Ltd **$197,310.00**

Bid Contact **Payton Smetana**
estimating@crultd.com
Ph 512-989-2602

Address **8760 a Reseach Blvd #192**
Austin, TX 78758

Agency Notes:	Supplier Notes:	
Austin Engineering Co, Inc		$233,390.00
Bid Contact **Susan Goss** sgoss@aecoi.net **Ph 512-327-1464**	Address **Austin, TX 78734**	
Agency Notes:	**Supplier Notes:**	

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Print Close

Commissioners Court - Regular Session **30.**

Meeting Date: 02/16/2016

Advertise Bid for Hydrated Lime Slurry

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 Hydrated Lime Slurry, Bid # 1602-54.

Background

This bid is for companies to provide Type A - Hydrated Lime, Type B Lime Slurry, and Type C Quicklime picked up, delivered, or delivered and spread evenly on projects within Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Pack

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/11/2016 08:51 AM
County Judge Exec Asst.	Wendy Coco	02/11/2016 09:03 AM
Form Started By: Connie Singleton		Started On: 02/08/2016 03:49 PM
Final Approval Date: 02/11/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Hydrated Lime Slurry

BIDS MUST BE RECEIVED ON OR BEFORE:
Mar 16, 2016 3:30:00 PM CDT
BIDS WILL BE PUBLICLY OPENED:
Mar 16, 2016 3:30:00 PM CDT

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 1602-054
Hydrated Lime Slurry

Bid Number	**1602-054**
Bid Title	**Hydrated Lime Slurry**
Bid Start Date	**In Held**
Bid End Date	**Mar 16, 2016 3:30:00 PM CDT**
Question & Answer End Date	**Mar 11, 2016 5:00:00 PM CST**
Bid Contact	**Connie Singleton** **512-943-1553** **csingleton@wilco.org**
Contract Duration	**1 year**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**
Pre-Bid Conference	**Mar 2, 2016 3:30:00 PM CST** **Attendance is optional** **Location: Williamson County Annex** **3151 SE Inner Loop** **Georgetown, TX 78626**

Bid Comments

Williamson County is seeking qualified companies to provide for the purchase of Type A - Hydrated Lime, Type B - Lime Slurry, and Type C - Quicklime picked up, delivered, or delivered and spread evenly on projects within Williamson County. Material shall conform to Texas Department of Transportation (TxDOT) Departmental Materials Specifications DMS-6350 "Lime and Lime Slurry" and DMS-6330 "Pre-Qualification of Lime Sources".

BID REQUIREMENTS

BID CHECK LIST

If entering an electronic bid in BIDSYNC (PREFERRED):
Pricing – Enter Bid amount on each line item (4 lines)

The following documents MUST be completed and attached to FIRST LINE ITEM.

Conflict of Interest Form – Fillable form
References – Fillable form (or if preferred, attach your list of references here)
Bid Affidavit – Fillable Form - if completed in Bidsync, not necessary for notary.

If delivering a paper bid instead of electronic:
Download and complete the attached PDF Bid Form and all required bid documents listed above.
Note: Bid Affidavit must be completed and notarized if providing a Paper Bid.
Send (1) original, (2) copies and (1) USB or CD copy of the required documents in a sealed, fully labeled envelope to:
Williamson County Purchasing
Attn: Hydrated Lime Slurry
901 South Austin Ave
Georgetown, TX 78626

BIDS THAT ARE SUBMITTED PARTIALLY ELECTRONIC VIA BIDSYNC and PARTIALLY PAPER WILL BE DISQUALIFIED.

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 . 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

Item Response Form

Item	**1602-054--01-01 - Hydrated Lime Slurry**
Quantity	**1 ton**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1 **Expected Expenditure** $1.00

Description

UNIT PRICING - PICKED UP

Item	**1602·054--01-02 · Hydrated Lime Slurry**
Quantity	**1 ton**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1 **Expected Expenditure** $1.00

Description
UNIT PRICING - DELIVERED TO WILCO CENTRAL MAINTENCE FACILITY IN GEORGETOWN

Item	**1602·054--01-03 · Hydrated Lime Slurry**
Quantity	**1 ton**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1 **Expected Expenditure** $1.00

Description
UNIT PRICING - DELIVERED TO A PROJECT SITE WITHIN WILLIAMSON COUNTY

Item	**1602·054--01-04 · Hydrated Lime Slurry**
Quantity	**1 ton**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1 **Expected Expenditure** $1.00

Description
UNIT PRICING - DELIVERED TO A PROJECT SITE WITHIN WILLIAMSON COUNTY AND SPREAD

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

General Information

Williamson County is seeking qualified companies to provide for the purchase of Hydrated Lime Slurry, picked up, delivered, or delivered and spread evenly on projects within Williamson County. Material shall conform to Texas Department of Transportation (TxDOT) Departmental Materials Specifications DMS-6350 “Lime and Lime Slurry” and DMS-6330 “Pre-Qualification of Lime Sources”.

Material must be bid separately as Item picked up, Item delivered to Williamson County, and Item material delivered and spread. Fuel surcharge and Sales Tax of Item delivered price shall be included in bid. Sales Tax of Item picked up shall be included in bid.

Williamson County reserves the right to award the bid in whole to one vendor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount for the same unit price. Items will be ordered on an “As Needed” basis.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) from vendors other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Vendor: Successful bidder of the attached invitation to bid

Engineer: Director of Road and Bridge Division

Inspector: Employee of Williamson County supplied full time to the vendor’s crew for the selection, prosecution, and quality control of the materials.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

CST/M&P: The Texas Department of Transportation Construction Division, Materials and Pavement Section

DMS – 6330: The Texas Department of Transportation Departmental Materials Specification for Pre-Qualification of Lime Sources.

DMS – 6350: The Texas Department of Transportation Departmental Materials Specification for Lime and Lime Slurry.

LQMP: Lime Quality Monitoring Program

Department: Road and Bridge Division of Williamson County

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the items. Secure the Engineer's approval of the proposed source of materials to be used before their pick up or delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

Material Quality. Correct or remove materials that fail to meet the contract requirements, pay for cost incurred if additional sampling and testing is required by a change of source.
Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.
If the Vendor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Vendor or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant.
- The lighting is adequate to allow satisfactory inspection.

General Notes

All products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included herein as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November, 2014, 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.

Furnish lime that meets the requirements of the latest edition of the Texas Department of Transportation Departmental Materials Specifications 6350 "Lime and Lime Slurry" and the TxDOT's Lime Quality Monitoring Program (LQMP). Sources not on the LQMP will require testing and approval before use. Any testing required will be through a third party and at the cost of the vendor.

Delivery and/or Spreading Location. Locations for delivery and/or spreading will be stated on the Williamson County purchase order.

Storage Facility. Store quicklime and dry hydrated lime in closed, weatherproof containers.

Slurry Equipment. Use slurry tanks equipped with agitation devices to slurry hydrated lime or quicklime on the project or approved location. The Engineer may approve other slurrying methods.

Spreader/Distribution Equipment. Provide equipment to spread Lime in a uniform layer, across the area to be treated.

Measurement. Lime will be measured by the ton (dry weight). When lime is furnished in trucks, the weight of lime will be determined on certified scales, or the vendor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, “Weighing and Measuring Equipment”.

Lime will be paid for at the unit price bid for “lime”. This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

1. **Hydrated Lime.**
    a. **Slurry.** Lime will be measured by the ton (dry weight) of the hydrated lime used to prepare the lime slurry at the jobsite.

The vendor shall comply with all requirements pertaining to the material classifications and aspects of **Hydrated Lime Slurry** as stated in the Texas Department of Transportation Standard Specifications manual item below:

ITEM 260 – LIME TREATMENT (ROAD MIXED)
Sections 4.1,4.2,4.3.1,4.5-4.8, 5.1.1.1, 5.1.3-5.2, 6.2 omitted.

Successful bidder shall comply with insurance requirements dictated within this contract.

DMS - 6350
LIME AND LIME SLURRY

EFFECTIVE DATE: OCTOBER 2014

6350.1. Description. This Specification establishes requirements and test methods for hydrated lime, commercial lime slurry, carbide lime slurry, and quicklime.

6350.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

6350.3. Definitions.

A. Hydrated Lime—Hydrated Lime is a dry powdered material consisting of calcium hydroxide.

B. Commercial Lime Slurry. Commercial Lime Slurry is a liquid mixture of hydrated lime solids and water delivered to a project in slurry form.

C. Carbide Lime Slurry. Carbide Lime Slurry is a hydrated lime slurry produced as a by-product of the generation of acetylene, and delivered to a project in slurry form. Carbide lime slurry must meet the non-hazardous recyclable material requirements in DMS-11000.

D. Quicklime. Quicklime is a dry material consisting of calcium oxide. Quicklime may be furnished in either of two grades:

- Grade DS is a grade of "pebble" quicklime suitable for either dry placing or for use in the preparation of slurry for wet placing.
- Grade S is finely graded quicklime for use only in the preparation of slurry for wet placing.

Note—Apply lime as noted in the governing specifications.

6350.4. Quality Monitoring Program. DMS-6330 governs the Lime Quality Monitoring Program (LQMP) pre-qualification requests, pre-qualification requirements, quality monitoring requirements, disqualification, re-qualification, and sampling of lime sources. Only products in the LQMP will be allowed on Department projects.

6350.5. Material Producer List. The Materials & Pavements Section of the Construction Division (CST/M&P) maintains a material producer list of products conforming to the procedures and requirements of the LQMP. Materials are listed on the MPL entitled "Lime."

6350.6. Sampling and Testing. Sample and test lime in accordance with Tex-600-J.

6350.7. Material Requirements.

A. Chemical Requirements.

Table 1

Chemical Requirements

	Hydrated Lime	Commercial Lime Slurry	Quicklime	Carbide Lime Slurry
Total "active" lime content, % by wt.	90.0 Min	87.0 Min		87.0 Min.
Unhydrated lime content, % by wt. CaO	5.0 Max		87.0 Min.	
"Free Water" content, % by wt. H_2O	5.0 Max			

B. Physical Requirements.

Table 2

Physical Requirements

	Hydrated Lime	Commercial Lime Slurry	Quicklime	Carbide Lime Slurry
Wet Sieve Requirement, As % by Weight Residue:				
Retained on No. 6 sieve	0.2 Max.	0.2 Max.	8.0 Max[1]	0.2 Max.
Retained on No. 30 sieve	4.0 Max.	4.0 Max.		4.0 Max.
Dry Sieve Requirement, As % by Weight Residue				
Retained on a 1-in. sieve			0.0	
Retained on a 3/4-in. sieve			10.0 Max.	
Retained on a No. 100 sieve			Grade DS – 80% Min. Grade S – no limits	
Retained on No. 6 sieve	0.2 Max.		8.0 Max.[1]	

1. The amount of total "active" lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0% by weight of the original quicklime.

6350.8. Archived Versions. Archived versions are available.

DMS - 6330

PRE-QUALIFICATION OF LIME SOURCES

EFFECTIVE DATE: MAY 2006

6330.1. Description. This Specification governs the Lime Quality Monitoring Program (LQMP) pre-qualification requests, pre-qualification sample, sampling and testing of lime sources, quality monitoring requirements, and disqualification from and re-qualification to the LQMP.

6330.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

6330.3. Material Producer List. The Materials & Pavements Section of the Construction Division (CST/M&P) maintains a maintains a material producer list of products conforming to the procedures and requirements of this program. Materials are listed on the MPL, entitled "Lime."

6330.4. Pre-Qualification Procedure.

A. Pre-Qualification Request. Submit a written request for evaluation under DMS-6330 to the Texas Department of Transportation, Construction Division, Materials & Pavements Section (CP51), 125 E. 11th Street, Austin, Texas 78701-2483.

Include the following information in the request:

- company name,
- physical and mailing addresses,
- types of lime, and
- contact person, telephone number, and email address.

The producer must have a laboratory equipped with the materials listed in Tex-600-J or a contract with a so-equipped commercial laboratory to provide accurate and reproducible results. CST/M&P reserves the right to inspect the laboratory to ensure that the laboratory meets all criteria for equipment and procedure compliance.

B. Pre-Qualification Sample. After reviewing the request for LQMP pre-qualification, CST/M&P will schedule a meeting at the producer's site to inspect the facility and laboratory.

A Department representative will obtain samples from a minimum of 5 truckloads for each type of lime considered for the LQMP and submit to CST/M&P for evaluation.

CST/M&P will split these samples with the producer's laboratory for testing.

The producer will test the samples and submit the results to CST/M&P.

Test results of all 5 CST/M&P samples for each type of lime must meet the minimum requirements in accordance with DMS-6350.

C. Sampling and Testing. All sampling and testing of lime is in accordance with Tex-600-J.

D. Evaluation. CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.

1. **Qualification.** CST/M&P will test the 5 split samples and evaluate the difference between the producer and CST/M&P test results. If CST/M&P finds an adequate correlation between producer and CST/M&P test results, CST/M&P will pre-qualify the lime producer and place the producer on the MPL.

   Once pre-qualified, the producer must contact the CST/M&P Chemical Laboratory before shipping the first truckload of lime to a project.

2. **Failure.** CST/M&P will reject the material if a correlation is not established or if the material does not meet the requirements. Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

   The Department normally bears the costs of sampling and testing; however, the producer will bear the costs associated with materials failing to conform to the requirements of this Specification. The Director of CST/M&P will assess this cost at the time of testing, and amounts due will be deducted from monthly or final estimates on Contracts, from partial or final payments on direct purchases by the State, or directly billed to the producer.

E. Quality Monitoring Requirements. The producer must maintain quality control (QC) of the material accepted under the LQMP. The producer is responsible for:

- testing shipments of hydrated lime and quicklime:
  - submitted to a Department project: a minimum of one test for every 3 truckloads with at least one test per project
  - purchased under a Department requisition: a minimum of one test per shipment;
- testing lime shipments to the Department a minimum of one in every 200 tons or fraction thereof for commercial lime slurry and carbide lime slurry;
- assigning seal numbers to each truckload that are unique and distinguishable from non-Department loads and in ascending numerical order;
- faxing or mailing a record of all test results to the CST/M&P Chemical Laboratory every week; and
- maintaining appropriate records for all sampling and testing of material under the LQMP.

F. Periodic Evaluation. The Department reserves the right to conduct random sampling of pre-qualified materials for testing and to perform random audits of test reports. Department representatives may sample material from the manufacturing plant, the project

site, and the warehouse. CST/M&P reserves the right to test samples to verify compliance with DMS-6350.

G. Disqualification. CST/M&P may disqualify and remove a producer from the LQMP if any of the following infractions occurs.

- Material tested by CST/M&P fails to meet the requirements of DMS-6350.
- Producer fails to properly perform and report QC tests to CST/M&P.
- Producer does not provide the Department with any lime products within a 12-month period.

If CST/M&P removes a producer from the LQMP, the producer will not be allowed to supply any type of lime to the Department for 30 days, or as determined by the Director of CST/M&P. After this period has expired, the producer must re-qualify to regain LQMP status.

H. Re-Qualification. If a producer desires to re-qualify after disqualification, the producer must first submit a request to CST/M&P and include a test report with data certifying that the lime meets the material requirements in DMS-6350. Once accepted, all procedures and requirements as stated in Article 6330.4 of this Specification apply.

CST/M&P reserves the right to reinstate a producer partially, for one type of lime, when warranted.

6330.5. Archived Versions. Archived versions are available.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 Conflict of Interest

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

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

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

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

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

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission’s filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 Ethics

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

1.5 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.

1.6 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."

2.1 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.

2.2 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.

2.3 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.

2.4 Bid Preparation Cost

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

2.5 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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.

2.10 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:
the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

2.11 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.

2.12 Firm Pricing

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

2.13 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.

2.14 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.

2.15 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.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and
d) Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
e) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
f) "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.
g) "Bidder" – A person or entity who submits a Bid in response to this IFB.
h) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
i) "Successful Bidder"– The liable Bidder to whom Williamson County intends to award the Contract.

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 the 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 day's 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

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:

a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
b) Williamson County contract, Purchase Order, and/or delivery order number
c) Identification of items or service as outlined in the Contract
d) Quantity or quantities, applicable unit prices, total prices, and total amount
e) 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 Inter-local 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.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

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 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 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 governmental 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
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

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 other relationship. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving 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 governmental entity?

☐ Yes ☐ No

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

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

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

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

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:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Hydrated Lime Slurry

Bid Form

_____

Bidders Name

ITEM #	DESCRIPTION	UNIT	UNIT PRICING PICKED UP
1	HYDRATED LIME SLURRY	TON	

ITEM #	DESCRIPTION	UNIT	UNIT PRICING - DELIVERED TO WILCO CENTRAL MAINTENCE FACILITY IN GEORGETOWN
2	HYDRATED LIME SLURRY	TON	

ITEM #	DESCRIPTION	UNIT	UNIT PRICING - DELIVERED TO A PROJECT SITE WITHIN WILLIAMSON COUNTY
3	HYDRATED LIME SLURRY	TON	

ITEM #	DESCRIPTION	UNIT	UNIT PRICING - DELIVERED TO A PROJECT SITE WITHIN WILLIAMSON COUNTY AND SPREAD
4	HYDRATED LIME SLURRY	TON	

For Electronic Bids – this pricing will be provided on Line item 1, 2, 3 and 4 – no need to complete bid form and download

For PAPER BIDS – Print this form, complete the pricing and submit with other required documents to:

Williamson County Purchasing
Attn: Hydrated Lime Slurry Bid
901 S. Austin Ave.
Georgetown, TX 78626

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 _____

Question and Answers for Bid #1602-054 - Hydrated Lime Slurry

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **31.**

Meeting Date: 02/16/2016

Award Multi-Site Traffic Signal Project

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding bids received for Multi-Site Traffic Signals, Bid# 1512-036 to the lowest and best bidder – Austin Traffic Signal Company.

Background

This Road Bond funded bid is to construct two traffic signals, including replacement of an existing flashing beacon system with a new span-wire pole based traffic signal, construction of a new mast-arm pole based traffic signal, video detection, illumination, and pavement markings at CR 110 at University and Gattis School at Winterfield . Estimated time of completion is 90 calendar days to substantial completion, and 30 calendar days to final completion, with an estimated cost of $574,632.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Analysis

HNTB Recommendation

Engineer Recommendation

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/11/2016 08:57 AM
County Judge Exec Asst.	Wendy Coco	02/11/2016 09:03 AM
Form Started By: Connie Singleton		Started On: 02/08/2016 03:59 PM
Final Approval Date: 02/11/2016		

Williamson County Road Bond Program
1512-036 Multi Site Traffic Signals
HNTB Bid Tabulation
February 9, 2016

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Austin Traffic Signal	$328,802.95	1	($193,475.33)	-37.0%	-	-
American Lighting and Signalization	$484,867.54	2	($37,410.74)	-7.2%	$ 156,064.59	47.5%
The Levy Company	$542,689.84	3	$20,411.56	3.9%	$ 213,886.89	65.1%

Williamson County Road Bond Program
1512-036 Multi Site Traffic Signals
HNTB Bid Tabulation
February 9, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Austin Traffic Signal		American Lighting and Signalization		The Levy Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0416-6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	22.0	LF	$ 250.00	$5,500.00	135.00	$ 2,970.00	$ 395.25	$ 8,695.50	$ 373.17	$8,209.74
2	0416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	79.0	LF	$ 236.94	$18,718.26	180.00	$ 14,220.00	$ 467.16	$ 36,905.64	$ 376.82	$29,768.78
3	0500-6001	MOBILIZATION	1.0	LS	$ 47,479.84	$47,479.84	20,000.00	$ 20,000.00	$ 107,098.64	$ 107,098.64	$ 52,768.98	$52,768.98
4	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	4.0	MO	$ 9,683.83	$38,735.32	900.00	$ 3,600.00	$ 3,916.62	$ 15,666.48	$ 5,637.35	$22,549.40
5	0618-6023	CONDT (PVC) (SCH 40) (2")	500.0	LF	$ 20.00	$10,000.00	7.00	$ 3,500.00	$ 10.21	$ 5,105.00	$ 29.81	$14,905.00
6	0618-6029	CONDT (PVC) (SCH 40) (3")	90.0	LF	$ 30.00	$2,700.00	9.00	$ 810.00	$ 11.07	$ 996.30	$ 27.97	$2,517.30
7	0618-6046	CONDT (PVC) (SCH 80) (2")	245.0	LF	$ 20.00	$4,900.00	10.00	$ 2,450.00	$ 10.94	$ 2,680.30	$ 21.28	$5,213.60
8	0618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	75.0	LF	$ 30.00	$2,250.00	26.00	$ 1,950.00	$ 16.81	$ 1,260.75	$ 37.19	$2,789.25
9	0618-6053	CONDT (PVC) (SCH 80) (3")	45.0	LF	$ 25.00	$1,125.00	14.00	$ 630.00	$ 13.09	$ 589.05	$ 51.30	$2,308.50
10	0618-6054	CONDT (PVC) (SCH 80) (3") (BORE)	720.0	LF	$ 40.00	$28,800.00	28.00	$ 20,160.00	$ 17.37	$ 12,506.40	$ 45.17	$32,522.40
11	0620-6007	ELEC CONDR (NO.8) BARE	1160.0	LF	$ 1.40	$1,624.00	0.90	$ 1,044.00	$ 1.25	$ 1,450.00	$ 1.48	$1,716.80
12	0620-6008	ELEC CONDR (NO.8) INSULATED	2440.0	LF	$ 1.40	$3,416.00	1.00	$ 2,440.00	$ 1.33	$ 3,245.20	$ 1.42	$3,464.80
13	0620-6009	ELEC CONDR (NO.6) BARE	950.0	LF	$ 2.80	$2,660.00	2.00	$ 1,900.00	$ 1.41	$ 1,339.50	$ 1.80	$1,710.00
14	0620-6010	ELEC CONDR (NO.6) INSULATED	1226.0	LF	$ 3.35	$4,107.10	3.00	$ 3,678.00	$ 1.64	$ 2,010.64	$ 1.73	$2,120.98
15	0624-6002	GROUND BOX TY A (122311)W/APRON	3.0	EA	$ 1,125.00	$3,375.00	750.00	$ 2,250.00	$ 706.71	$ 2,120.13	$ 1,071.13	$3,213.39
16	0624-6010	GROUND BOX TY D (162922)W/APRON	7.0	EA	$ 1,350.00	$9,450.00	950.00	$ 6,650.00	$ 859.67	$ 6,017.69	$ 1,269.86	$8,889.02
17	0625-6003	ZINC-COAT STL WIRE STRAND (3/8")	1024.0	LF	$ 3.96	$4,055.04	2.00	$ 2,048.00	$ 3.12	$ 3,194.88	$ 6.60	$6,758.40
18	0628-6239	ELEC SRV TY D 120/240 100(NS)SS(E)PS(U)	1.0	EA	$ 5,500.00	$5,500.00	5,400.00	$ 5,400.00	$ 4,358.29	$ 4,358.29	$ 6,985.43	$6,985.43
19	0636-6001	ALUMINUM SIGNS (TY A)	26.0	SF	$ 24.18	$628.68	23.00	$ 598.00	$ 21.62	$ 562.12	$ 36.76	$955.76
20	0644-6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	4.0	EA	$ 460.03	$1,840.12	865.00	$ 3,460.00	$ 701.96	$ 2,807.84	$ 385.00	$1,540.00
21	0666-6011	REFL PAV MRK TY I (W)4"(SLD)(090MIL)	2000.0	LF	$ 0.41	$820.00	1.30	$ 2,600.00	$ 1.01	$ 2,020.00	$ 0.95	$1,900.00
22	0666-6026	REFL PAV MRK TY I (W)8"(BRK)(090MIL)	150.0	LF	$ 1.10	$165.00	3.00	$ 450.00	$ 2.02	$ 303.00	$ 1.80	$270.00
23	0666-6041	REFL PAV MRK TY I (W)12"(SLD)(090MIL)	315.0	LF	$ 10.00	$3,150.00	8.00	$ 2,520.00	$ 5.60	$ 1,764.00	$ 2.85	$897.75
24	0666-6047	REFL PAV MRK TY I (W)24"(SLD)(090MIL)	175.0	LF	$ 6.30	$1,102.50	10.00	$ 1,750.00	$ 11.20	$ 1,960.00	$ 5.75	$1,006.25
25	0666-6053	REFL PAV MRK TY I (W)(ARROW)(090MIL)	2.0	EA	$ 116.53	$233.06	249.00	$ 498.00	$ 392.00	$ 784.00	$ 95.00	$190.00
26	0666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	1.0	EA	$ 162.33	$162.33	260.00	$ 260.00	$ 336.00	$ 336.00	$ 125.00	$125.00
27	0666-6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	2000.0	LF	$ 0.63	$1,260.00	1.20	$ 2,400.00	$ 1.01	$ 2,020.00	$ 0.95	$1,900.00
28	0666-6224	PAVEMENT SEALER 4"	4000.0	LF	$ 0.12	$480.00	0.20	$ 800.00	$ 0.22	$ 880.00	$ 0.55	$2,200.00
29	0666-6226	PAVEMENT SEALER 8"	150.0	LF	$ 0.28	$42.00	0.40	$ 60.00	$ 0.45	$ 67.50	$ 1.10	$165.00
30	0666-6230	PAVEMENT SEALER 24"	79.0	LF	$ 1.67	$131.93	1.00	$ 79.00	$ 2.24	$ 176.96	$ 3.35	$264.65
31	0666-6231	PAVEMENT SEALER (ARROW)	2.0	EA	$ 33.44	$66.88	58.00	$ 116.00	$ 112.00	$ 224.00	$ 65.00	$130.00
32	0666-6232	PAVEMENT SEALER (WORD)	1.0	EA	$ 33.38	$33.38	58.00	$ 58.00	$ 112.00	$ 112.00	$ 95.00	$95.00
33	0668-6077	PREFAB PAV MRK TY C (W) (ARROW)	1.0	EA	$ 250.00	$250.00	325.00	$ 325.00	$ 504.00	$ 504.00	$ 245.00	$245.00
34	0672-6007	REFL PAV MRKR TY I-C	8.0	EA	$ 4.57	$36.56	10.00	$ 80.00	$ 22.40	$ 179.20	$ 15.00	$120.00
35	0672-6009	REFL PAV MRKR TY II-A-A	20.0	EA	$ 4.04	$80.80	10.00	$ 200.00	$ 22.40	$ 448.00	$ 15.00	$300.00
36	0677-6007	ELIM EXT PAV MRK & MRKS (24")	21.0	LF	$ 15.00	$315.00	65.00	$ 1,365.00	$ 67.20	$ 1,411.20	$ 27.65	$580.65
37	0678-6001	PAV SURF PREP FOR MRK (4")	4000.0	LF	$ 0.68	$2,720.00	0.01	$ 40.00	$ 0.11	$ 440.00	$ 0.12	$480.00
38	0678-6004	PAV SURF PREP FOR MRK (8")	150.0	LF	$ 1.25	$187.50	0.02	$ 3.00	$ 0.22	$ 33.00	$ 0.24	$36.00
39	0678-6008	PAV SURF PREP FOR MRK (24")	79.0	LF	$ 2.50	$197.50	0.05	$ 3.95	$ 0.90	$ 71.10	$ 1.11	$87.69
40	0678-6009	PAV SURF PREP FOR MRK (ARROW)	2.0	EA	$ 83.00	$166.00	6.00	$ 12.00	$ 33.60	$ 67.20	$ 15.00	$30.00
41	0678-6016	PAV SURF PREP FOR MRK (WORD)	1.0	EA	$ 83.50	$83.50	6.00	$ 6.00	$ 33.60	$ 33.60	$ 25.00	$25.00
42	0680-6002	INSTALL HWY TRF SIG (ISOLATED)	2.0	EA	$ 26,500.00	$53,000.00	15,000.00	$ 30,000.00	$ 29,837.30	$ 59,674.60	$ 33,839.42	$67,678.84
43	0680-6004	REMOVING TRAFFIC SIGNALS	1.0	EA	$ 2,543.29	$2,543.29	1,600.00	$ 1,600.00	$ 13,770.62	$ 13,770.62	$ 3,407.56	$3,407.56
44	0682-6001	VEH SIG SEC (12")LED(GRN)	17.0	EA	$ 258.00	$4,386.00	200.00	$ 3,400.00	$ 236.54	$ 4,021.18	$ 357.57	$6,078.69
45	0682-6002	VEH SIG SEC (12")LED(GRN ARW)	5.0	EA	$ 266.00	$1,330.00	200.00	$ 1,000.00	$ 236.54	$ 1,182.70	$ 363.09	$1,815.45

Williamson County Road Bond Program
1512-036 Multi Site Traffic Signals
HNTB Bid Tabulation
February 9, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Austin Traffic Signal		American Lighting and Signalization		The Levy Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
46	0682-6003	VEH SIG SEC (12")LED(YEL)	17.0	EA	$ 266.00	$4,522.00	200.00	$ 3,400.00	$ 236.54	$ 4,021.18	$ 357.57	$6,078.69
47	0682-6004	VEH SIG SEC (12")LED(YEL ARW)	5.0	EA	$ 266.00	$1,330.00	200.00	$ 1,000.00	$ 236.54	$ 1,182.70	$ 358.32	$1,791.60
48	0682-6005	VEH SIG SEC (12")LED(RED)	17.0	EA	$ 266.00	$4,522.00	200.00	$ 3,400.00	$ 236.54	$ 4,021.18	$ 353.60	$6,011.20
49	0682-6006	VEH SIG SEC (12")LED(RED ARW)	2.0	EA	$ 265.00	$530.00	200.00	$ 400.00	$ 236.54	$ 473.08	$ 351.98	$703.96
50	0682-6018	PED SIG SEC LED (COUNTDOWN)	6.0	EA	$ 600.00	$3,600.00	500.00	$ 3,000.00	$ 529.97	$ 3,179.82	$ 877.64	$5,265.84
51	0682-6023	BACK PLATE (12")(3 SEC)	5.0	EA	$ 67.10	$335.50	44.00	$ 220.00	$ 52.14	$ 260.70	$ 82.36	$411.80
52	0682-6024	BACK PLATE (12")(4 SEC)	2.0	EA	$ 83.28	$166.56	59.00	$ 118.00	$ 64.26	$ 128.52	$ 86.32	$172.64
53	0682-6025	BACK PLATE (12")(5 SEC)	1.0	EA	$ 95.03	$95.03	75.00	$ 75.00	$ 76.39	$ 76.39	$ 120.26	$120.26
54	0682-6035	BACK PLATE (12 IN) (3 SEC) (VENTED) ALUM	9.0	EA	$ 100.00	$900.00	52.00	$ 468.00	$ 64.92	$ 584.28	$ 84.39	$759.51
55	0682-6036	BACK PLATE (12 IN) (4 SEC) (VENTED) ALUM	2.0	EA	$ 100.00	$200.00	61.00	$ 122.00	$ 70.98	$ 141.96	$ 98.22	$196.44
56	0684-6008	TRF SIG CBL (TY A)(12 AWG)(3 CONDR)	930.0	LF	$ 4.19	$3,896.70	1.00	$ 930.00	$ 1.45	$ 1,348.50	$ 1.62	$1,506.60
57	0684-6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	30.0	LF	$ 4.00	$120.00	1.00	$ 30.00	$ 1.34	$ 40.20	$ 1.26	$37.80
58	0684-6029	TRF SIG CBL (TY A)(14 AWG)(3 CONDR)	645.0	LF	$ 3.00	$1,935.00	1.00	$ 645.00	$ 1.38	$ 890.10	$ 2.08	$1,341.60
59	0684-6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	1532.0	LF	$ 2.00	$3,064.00	1.50	$ 2,298.00	$ 1.50	$ 2,298.00	$ 1.68	$2,573.76
60	0684-6033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	1329.0	LF	$ 2.80	$3,721.20	2.00	$ 2,658.00	$ 1.66	$ 2,206.14	$ 2.01	$2,671.29
61	0684-6049	TRF SIG CBL (TY A)(16 AWG)(3 CONDR)	1422.0	LF	$ 5.00	$7,110.00	1.00	$ 1,422.00	$ 1.33	$ 1,891.26	$ 1.15	$1,635.30
62	0684-XXXX	TRF SIG CBL (TY A)(14 AWG)(25 CONDR)	385.0	LF	$ 5.00	$1,925.00	5.00	$ 1,925.00	$ 3.49	$ 1,343.65	$ 5.76	$2,217.60
63	0686-6001	INS TRF SIG PL AM (S)ILSN ARM(7')	2.0	EA	$ 1,000.00	$2,000.00	850.00	$ 1,700.00	$ 787.08	$ 1,574.16	$ 772.36	$1,544.72
64	0686-6002	INS TRF SIG PL AM (S)ILSN ARM(9')	2.0	EA	$ 1,000.00	$2,000.00	860.00	$ 1,720.00	$ 787.08	$ 1,574.16	$ 951.28	$1,902.56
65	0686-6008	INS TRF SIG PL AM (S)STR(TY B)LUM	4.0	EA	$ 5,401.44	$21,605.76	3,900.00	$ 15,600.00	$ 4,530.13	$ 18,120.52	$ 6,771.15	$27,084.60
66	0686-6025	INS TRF SIG PL AM (S) 1 ARM (24')	1.0	EA	$ 5,000.00	$5,000.00	4,500.00	$ 4,500.00	$ 5,128.31	$ 5,128.31	$ 4,773.50	$4,773.50
67	0686-6033	INS TRF SIG PL AM (S) 1 ARM (32')	1.0	EA	$ 6,000.00	$6,000.00	5,400.00	$ 5,400.00	$ 5,673.89	$ 5,673.89	$ 5,766.24	$5,766.24
68	0686-6047	INS TRF SIG PL AM (S) 1 ARM (44') (LUM)	2.0	EA	$ 10,000.00	$20,000.00	8,700.00	$ 17,400.00	$ 7,977.45	$ 15,954.90	$ 10,590.58	$21,181.16
69	0687-6001	PED POLE ASSEMBLY	2.0	EA	$ 3,000.00	$6,000.00	2,800.00	$ 5,600.00	$ 1,410.86	$ 2,821.72	$ 3,023.03	$6,046.06
70	0688-6001	PED DETECT PUSH BUTTON (APS)	6.0	EA	$ 3,500.00	$21,000.00	1,300.00	$ 7,800.00	$ 1,748.84	$ 10,493.04	$ 1,814.71	$10,888.26
71	6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	2.0	EA	$ 13,238.44	$26,476.88	1,740.00	$ 3,480.00	$ 147.82	$ 295.64	$ 1,381.70	$2,763.40
72	6002-6001	VIVDS PROCESSOR SYSTEM	2.0	EA	$ 7,132.72	$14,265.44	7,900.00	$ 15,800.00	$ 7,468.50	$ 14,937.00	$ 11,286.84	$22,573.68
73	6002-6002	VIVDS CAMERA ASSEMBLY	10.0	EA	$ 1,800.00	$18,000.00	1,600.00	$ 16,000.00	$ 1,371.57	$ 13,715.70	$ 2,617.29	$26,172.90
74	6002-6003	VIVDS SET-UP SYSTEM	2.0	EA	$ 432.56	$865.12	350.00	$ 700.00	$ 1,121.47	$ 2,242.94	$ 542.73	$1,085.46
75	6002-6004	VIVDS CENTRAL CONTROL	1.0	EA	$ 1,400.00	$1,400.00	3,000.00	$ 3,000.00	$ 3,683.36	$ 3,683.36	$ 5,376.09	$5,376.09
76	6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	2047.0	LF	$ 5.10	$10,439.70	3.00	$ 6,141.00	$ 2.48	$ 5,076.56	$ 2.82	$5,772.54
77	6089-6001	ETHERNET CABLE AND CONNECTORS	60.0	LF	$ 7.00	$420.00	5.00	$ 300.00	$ 2.85	$ 171.00	$ 4.72	$283.20
78	6090-6001	ILSN (LED) (6D)	2.0	EA	$ 3,000.00	$6,000.00	2,200.00	$ 4,400.00	$ 1,872.18	$ 3,744.36	$ 3,369.82	$6,739.64
79	6090-6002	ILSN (LED) (8D)	2.0	EA	$ 3,500.00	$7,000.00	2,600.00	$ 5,200.00	$ 2,205.59	$ 4,411.18	$ 3,898.89	$7,797.78
80	6525-XXXX	EMERGENCY PREEMPTION DETECTOR SYSTEM	1.0	EA	$ 1,000.00	$1,000.00	9,200.00	$ 9,200.00	$ 5,028.49	$ 5,028.49	$ 8,443.35	$8,443.35
81	CORR-001	BATTERY BACK-UP SYSTEM	1.0	EA	$ 13,300.00	$13,300.00	5,100.00	$ 5,100.00	$ 7,880.60	$ 7,880.60	$ 9,355.13	$9,355.13
82	CORR-002	HARDENED ETHERNET SWITCH	1.0	EA	$ 2,100.00	$2,100.00	1,500.00	$ 1,500.00	$ 1,555.60	$ 1,555.60	$ 2,298.93	$2,298.93
83	CORR-003	DUAL BAND (2.4/5.8) WIRELESS ETHERNET RADIO	1.0	EA	$ 3,400.00	$3,400.00	2,400.00	$ 2,400.00	$ 2,781.77	$ 2,781.77	$ 4,273.90	$4,273.90
84	CORR-004	OPTICOM DETECTOR - GTT MODEL 722	2.0	EA	$ 1,600.00	$3,200.00	1,400.00	$ 2,800.00	$ 1,117.95	$ 2,235.90	$ 1,876.29	$3,752.58
85	CORR-005	OPTICOM PHASE SELECTOR - GTT MODEL 764	1.0	EA	$ 5,300.00	$5,300.00	4,600.00	$ 4,600.00	$ 4,027.62	$ 4,027.62	$ 6,156.84	$6,156.84
86	CORR-006	OPTICOM CARD RACK - GTT MODEL 760	1.0	EA	$ 650.00	$650.00	485.00	$ 485.00	$ 870.59	$ 870.59	$ 410.27	$410.27
87	CORR-007	OPTICOM CABLE - GTT MODEL 138	494.0	LF	$ 4.20	$2,074.80	3.00	$ 1,482.00	$ 1.39	$ 686.66	$ 1.65	$815.10

Williamson County Road Bond Program
1512-036 Multi Site Traffic Signals
HNTB Bid Tabulation
February 9, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Austin Traffic Signal		American Lighting and Signalization		The Levy Company	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
88	999-WC01	FORCE ACCOUNT	15000	DOL	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00	$1.00	$15,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$522,278.28**		**$ 328,802.95**		**$484,867.54**		**$542,689.84**
		ACTUAL BID PROPOSAL				$522,278.28		$328,802.95		$484,848.99		$542,689.84
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		($18.55)		$0.00
		Bid Bond						Yes		Yes		Yes
		Bid Affidavit						Yes		Yes		Yes
		Conflict of Interest Questionnaire						Yes		Yes		Yes
		Disclosure of Lobbying Activities						Yes		Yes		Yes
		Bidder References (Minimum of Three)						Yes		Yes		Yes

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

14 Galloping Rd
Round Rock, TX 78681

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

February 8, 2016

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Multi Site Traffic Signals
Williamson County Project No. 1512-036
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed and adjustments are acknowledged on one bid which contained math errors. The adjustments resulted in no changes to the bid rankings, and did not change the status of the low bidder. The bids are therefore accepted as hereby submitted, with Austin Traffic Signal being the low bidder.

Following is a summary of the bid totals:

1.	Austin Traffic Signal	$328,802.95
2.	American Lighting and Signalization	$484,867.54
3.	The Levy Company	$542,689.84

The Contractor's low bid is $193,475.33 below the Engineer's Estimate, a cost saving of 37%.

In addition to meeting the bid qualifications subject to being low bidder, Austin Traffic Signal has performed similar work for the County in the past and received positive recommendations. Based on the prior work by the Contractor, we recommend award of the Multi Site Traffic Signals contract to Austin Traffic Signal in the contract amount of $328,802.95.

Please feel free to contact our office with any questions.

Respectfully Submitted,
HNTB Corporation

Christen Eschberger

Christen A. Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Robert Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation
Vivek Deshpande, Kimley Horn

Kimley»Horn

February 8, 2016

Ms. Maria Castanon, P.E.
HNTP Corporation
14 Galloping Road,
Round Rock, TX 78681

RE: ***University Blvd. at CR 110 and Gattis School at Winterfield Traffic Signal Improvements Bid Award Recommendation***

Dear Ms. Castanon:

Kimley-Horn has reviewed the bids submitted by American Lighting and Signalization, Inc., Austin Traffic Signal Construction Co, Inc. (ATS) and The Levy Company, LP for the University Blvd. at CR 110 and Gattis School at Winterfield Traffic Signals project on February 3, 2016. Based on bid-tabulation comparison, Kimley-Horn has determined that ATS is the lowest bidder on the above mentioned project. A summary of bid comparison is attached.

Kimley-Horn recommends that Williamson County award the contract for the above project to ATS for $328,802.95, contingent on ATS meeting all other bidding and contracting requirements for the said project.

Please contact me at (512) 418-4536 or vivek.deshpande@kimley-horn.com should you have any questions.

Sincerely,

Vivek Deshpande, P.E., PTOE

Attachment: Bid Tabulation Comparison

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-9510

Date Filed:
02/05/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO. INC.
ROUND ROCK, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WILLIAMSON COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

BID 1512-036
CONSTRUCTION of TWO TRAFFIC SIGNALS

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

Celia Gutierrez
Notary Public, State of Texas
My Commission Expires
July 31, 2018

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Edward G. Schroeder, Jr., this the 5th day of February 2016, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Celia Gutierrez	Celia Gutierrez	Admin. Assistant

Commissioners Court - Regular Session **32.**

Meeting Date: 02/16/2016

Vehicle and Repairs Exemption

Submitted For: Max Bricka **Submitted By:** Max Bricka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding request to exempt from competitive bidding/proposal requirements pursuant to Tex. Loc. Gov't Code §262.024(11) ("vehicle and equipment repairs") (i.e., those not covered by insurance coverage and that are paid for from county funds) for FY2016 based on criteria and definitions provided by the Williamson County Purchasing Agent.

Background

Process has been reviewed by Purchasing, Legal, and Fleet Department--as defined and recommended by Purchasing Agent.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vehicle and Repairs Exemption PDF

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/11/2016 10:00 AM
Purchasing (Originator)	Kerstin Hancock	02/11/2016 10:00 AM
County Judge Exec Asst.	Wendy Coco	02/11/2016 10:48 AM
Form Started By: Max Bricka		Started On: 02/09/2016 01:47 PM
Final Approval Date: 02/11/2016		

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

Vehicle and Equipment Repairs Exemption

2/1/16

Section 262.024 (a) (11) of the Texas Local Government Code provides an exemption from normal bidding requirements for "Vehicle and Equipment Repairs". If annually approved in Commissioners Court, this exemption will be administered using the following definitions in order to better clarify which items may be excluded as part of the exemption.

1. Definitions for "Vehicle and Equipment Repairs" required for the maintenance and repairs of Williamson County Vehicles and Equipment:
    a. **"PARTS"** is defined as "Any County purchased replacement item required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    b. **"REPAIR SERVICES"** is defined as "Any service, other than those paid for under automobile insurance policies, required to return a currently owned County Vehicle or Mobile Industrial Equipment to fully operational status."
    c. **"VEHICLES"** is defined as "Motorized equipment not operating on rails. (including cars, trucks, motorcycles, ATV's. etc.)"
    d. **"EQUIPMENT"** is defined as "An instrument that is typically mobile and not stationary, needed for undertaking or to perform a particular service" (including Heavy Machinery Equipment, Generators, Portable Water Pumps, Mowers, Chain Saws, etc.)" **The basic intent of this definition would include items that could be daily rented from a local industrial equipment rental center.**

These items will no longer be included in commodity totals and will be exempted from the $50K bidding threshold. However, this does not negate the responsibility of the county to ensure that high dollar and high usage items & repairs are sourced primarily using Co-Op and Interlocal agreements, OR competitively shopped to ensure "best value" is achieved.

In addition, any contracts required for the procurement of either goods or services covered under this exemption must still be reviewed by the following departments: (1) Purchasing, (2) Contract Audit and (3) Legal; before being submitted to commissioners court for approval.

WILLIAMSON COUNTY PURCHASING
901 S. Austin Ave.
Georgetown, Texas 78626
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org

2. What about these items? Do they qualify under the exemption?
    a. Are the purchase of vehicles and equipment exempted?

        No. This exemption is for the *maintenance and repair* of county vehicles and equipment and does not include either the original purchase; or installation of accessories.

    b. Brand specific items (Caterpillar, Vermeer, Ford, Chevrolet, etc.):

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    c. Oils, grease ,other lubricants and fluids:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    d. Tires and tubes:

        All of these would be included under this exemption, as they are "parts required to return Equipment or Vehicles to fully operational status".

    e. Towing (of vehicles and equipment back to Wilco or another repair yard):

        This would qualify as a repair service under this exemption, since the service is needed "to return the Vehicles or Equipment back to its fully operational status". This type of towing would be exempted to "get our equipment home" and does not include towing of a car to be impounded by the Sheriff's Office since it is not property owned by the County OR being returned to fully operational status.

    f. Facility related parts and /or repairs (HVAC, Elevators, Appliances, etc.):

        These would NOT qualify for exemption. The spirit of the exemption provided in the code does not indicate that it intended for items that are facility related.

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Commissioners Court - Regular Session **33.**

Meeting Date: 02/16/2016

Advertise Williamson County Expo Structured Cabling 1602-053

Submitted For: Max Bricka **Submitted By:** Jewel Walker, 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 Williamson County Expo Structured Cabling, Bid# 1602-053.

Background

The telecommunications cabling system will be installed in a new construction environment. Williamson County has a Construction Manager (General Contractor) in place to manage the entire construction project. The cabling scope of work is being contracted directly by the county. The current schedule has a cabling rough start date of April 20, 2016 and a finish date for trim-out of July 29, 2016. The current schedule may change, but these dates should generally be what to expect for start and end dates. The budgeted amount is $40,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	02/11/2016 09:03 AM
County Judge Exec Asst.	Wendy Coco	02/11/2016 09:06 AM
Form Started By: Jewel Walker		Started On: 02/10/2016 08:48 AM
Final Approval Date: 02/11/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Williamson County Expo Structured Cabling

BIDS MUST BE RECEIVED ON OR BEFORE:
Mar 15, 2016 3:00:00 PM CDT
BIDS WILL BE PUBLICLY OPENED:
Mar 15, 2016 3:00:00 PM CDT

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 1602-053
Williamson County Expo Structured Cabling

Bid Number	**1602-053**
Bid Title	**Williamson County Expo Structured Cabling**
Expected Expenditure	**$40,000.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Mar 15, 2016 3:00:00 PM CDT**
Question & Answer End Date	**Mar 11, 2016 5:00:00 PM CST**
Bid Contact	**Jewel Walker** **Purchasing Specialist III** **512-943-1692** **jewel.walker@wilco.org**
Contract Duration	**120 days**
Contract Renewal	**Not Applicable**
Prices Good for	**90 days**

Bid Comments

The telecommunications cabling system will be installed in a new construction environment. Williamson County has a Construction Manager (General Contractor) in place to manage the entire construction project. The cabling scope of work is being contracted directly by the county. There will still be some coordination necessary directly with the Construction Manager when on site work is being done. This will generally have to do with Safety issues.
The current schedule has a cabling rough start date of April 20, 2016 and a finish date for trim-out of July 29, 2016. The current schedule may change, but these dates should generally be what to expect for start and end dates. Please make sure your company can be available to complete the work within this schedule. Substantial completion- 90 days, Final completion- 120 days.

BIDDER REQUIREMENTS CHECK LIST **(proof of the following items must be submitted for your bid to be considered)**

Contractor must have 5 years documented experience and provide list of key personnel
Contractor must have office within 50 mile radius of Williamson County
Contractor must employ at least one BISI Registered Communication Distribution Designer
Contractor shall not subcontract without written permission of Panduit and Williamson County
Contractor must have all necessary permits, licenses, and inspections
Contractor must be a current Panduit Certified Installer (PCI)
At least 30% of the technicians must have a current Panduit Certified Copper Technicians certificate
At least 30% of the technicians installing any Fiber Distribution Systems must have a current Panduit Certified Fiber Technicians certificate
Telecommunications contractor must provide a project manager (PM) as the single point of contact to:
- **Initiate and coordinate with Williamson County Project Manager**
- **Provide day to day direction and supervision of Contractor personnel**
- **Ensure conformance with all contract & warranty provisions**
- **Participate in weekly meetings.**
- **Will remain PM for duration of project; may only change PM with written approval.**

Contractor PM must be manufacturer certified in copper and fiber information transport systems.
Contractor must supply three reference accounts for similar installation was performed within the last year

BID CHECK LIST
The following documents MUST be completed and accepted if entering an electronic bid. If delivering a paper bid the documents must be completed and downloaded with the price sheet.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM:
Pricing – download bid form, complete and upload/attach to first line item
These items must be completed and accepted in Bidsync – not necessary to attach to line one:
Conflict of Interest Form
References
Bid Affidavit – if completed in Bidsync, not necessary for notary.

For paper bid, download and complete the attached PDF Bid Form
Bid and the Bid Affidavit (complete and notarize affidavit).
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

CONTRACT ADMINISTRATION

Dale Butler (or successor), Project Manager, Williamson County Facilities 3101 SE Inner Loop, Georgetown, Texas 78626 shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Bidder.

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:
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 $1,000,000 $1,000,000
(including death)
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	**1602-053-01-01 - material and labor**
Quantity	**1 each**
Unit Price	
Delivery Location	[redacted] Parks and Recreation 219 Perry Mayfield Leander TX 78641 **Qty** 1

Description
Bid all material and labor for the proposed low voltage data cabling system according to the attached:
Plans dated September 16, 2015 by Populous
Electrical Plans Addendum dated January 21, 2016 by Populous/HCE
Williamson County IT/Data specifications

[redacted]

Item	**1602-053--01-02 - Alternate 2 on plan pg. E1-1**
Quantity	**1 each**
Unit Price	
Delivery Location	[redacted] Parks and Recreation 219 Perry Mayfield Leander TX 78641 **Qty** 1

Description
Include pricing for Add Alternate # 2 on plan page E1-1. (data cabling for East Concession Room 204)

[redacted]

Williamson County Expo Center

Telecommunications/Data Cabling

Scope of Work

Bid all material and labor for the proposed low voltage data cabling system according to the attached:

- Plans dated September 16, 2015 by Populous
- Electrical Plans Addendum dated January 21, 2016 by Populous/HCE
- Williamson County IT/Data specifications

The install should include, but not necessarily be limited to the following:

1. Provide and install two 19" four post data cable termination racks at MDF/MDP Room 109 with approximately 48" of ladder rack fed from each rack to the nearest wall. The exact placement of the racks TBD.
2. Provide and install one 19"x15"D wall mount rack at IDF/Storage Room 135.
3. Provide and install one 19"x15"D wall mount rack at Data/Comm Room 218.
4. Install 1 – 3" 3-Cell MaxCell (or equivalent) Fabric Innerduct in schedule 40 conduit (installed by others) from MDF/MDP Room 109 to Ticket Office Room 142. This will provide the Cat 6 data cabling route to service the outlets at Ticket Office Room 142.
5. Install owner provided 24 strand fiber cable from MDF/MDP Room 109 to IDF/Storage Room 135. Continue the fiber cable install to the final termination point at Data/Comm Room 218.
6. Terminate six of the twenty-four strands of fiber at the MDF/MDP Room 109, IDF/Storage Room 135 and Data/Comm Room 218 data racks.
7. Provide and install two plenum rated Cat 6 data cables, jacks and wall plates at all data outlet locations shown on Electrical Plans.
8. Provide and install one plenum rated Cat6 data cable, jack and wall plate at all AP outlet locations shown on plans.
9. Terminate Cat 6 cables at all data outlet locations and at the data rack in closest proximity to the outlet.
10. Provide and install patch panels with sufficient capacity at each data rack location according to the number of data cable terminations at each.
11. Include pricing for Add Alternate # 2 on plan page E1-1. (data cabling for East Concession Room 204)

12. The final product should be a fully functioning telecommunications/data cabling system per the attached plans and specifications.

WILLIAMSON COUNTY
1848

Cabling Specification

Department of Information Technologies

11-6-15

WILLIAMSON COUNTY CABLING SPECIFICATION

Bill Bingham
Telecom Manager

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WILLIAMSON COUNTY CABLING SPECIFICATION

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WILLIAMSON COUNTY CABLING SPECIFICATION

I. GENERAL

A. Purpose

1. The purpose of this document is to provide a standard defining the structured communications cabling systems to be installed within Williamson County facilities. It is geared toward leveraging our legacy cabling infrastructure while upgrading to more recent technologies in new installations. The goal is to accomplish this in the most economic and systematic fashion possible, and in a manner compliant with the latest codes, cabling standards and industry best practices.

2. Within this document, the facilities owner is Williamson County, and shall be referred to as such, or as "WILCO", or as the "Department of Information Technologies". Bidding low-voltage installers shall be referred to as "Contractor".

3. This specification defines quality standards and practices common to all Williamson County enterprise network cabling upgrades.

4. In addition to this global cabling standard, individual projects will also have associated documentation such as Requests for Proposals (RFP), facility drawings, project schedules and requirements pertaining to that particular job. Such collateral will be referred to in this document as "Project-specific Documentation", "Project Documentation", or simply "Construction Documents". Any conflict between this general specification and any project-specific documentation shall be brought to the attention of Williamson County by the Contractor and must be resolved in writing.

5. It is the responsibility of the installing contractor to evaluate these general recommendations and adapt them effectively to actual projects. Contractor is responsible for identifying and bringing to the attention of Williamson County any design directions that may be improved. All such changes shall be approved in writing from Information Technologies.

6. Note that while many portions of this global specification are addressed to "The Contractor", these requirements apply equally to anyone doing the network cabling and infrastructure work within Williamson County, whether those persons are outside contractors or persons directly employed by Information Technologies.

B. Scope of Work - Typical

1. Contractor shall be solely responsible for all parts, labor, testing, documentation and all other processes and physical apparatus necessary to turn over the completed cabling system and associated infrastructure fully warranted and operational for acceptance by WILCO.

2. This specification includes structured cabling design considerations, product specifications and installation guidelines for low-voltage network systems and associated infrastructure including, but not limited to:

    a. Cabling Sub-system 1 – Horizontal Copper

    b. Cabling Sub-system 2 - Intrabuilding Fiber Backbone Cabling

c. Cabling Sub-system 3 – Interbuilding Fiber Backbone Cabling

d. Telecommunications Pathways

e. Communications Racks and Cable Managers

f. Communications Grounding Systems

g. Cabling Labeling and Administration

3. In addition to systems specifications, this document also addresses applicable codes and standards, contractor qualifications and requirements, system warranties and system testing and acceptance.

4. Products to be used in Williamson County telecommunications infrastructure projects are listed in "Appendix D" at the end of this document.

C. Applicable Regulatory References

1. Contractor is responsible for knowledge and application of current versions of all applicable standards and codes. In cases where listed standards and codes have been updated, Contractor shall adhere to the most recent revisions, including all relevant changes or addenda at the time of installation.

2. ANSI/TIA:

a. TIA-526-7 (OFSTP-7) (2008) Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant

b. TIA-526-14-B (2010) (OFSTP-14) Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant

c. ANSI/TIA/EIA-598-C (January 2005) Optical Fiber Cable Color Coding

d. ANSI/TIA-568-C.0 (September 2010) Generic Telecommunications Cabling for Customer Premises

e. TIA-568-C.0-1 (September 2010) Generic Telecommunications Cabling for Customer Premises-Addendum 1, Updated Reference for Balanced Twisted-Pair Cabling

f. ANSI/TIA-568-C.1 (February 2009) Commercial Building Telecommunications Cabling Standards

g. TIA-568-C.1-2 (November 2011) Commercial Building Telecommunications Cabling Standard, Addendum 2 General Updates

h. ANSI/TIA-568-C.2 (August 2009) Balance Twisted Pair Communications and Components Standards

i. TIA-568-C.2-2 (November 2014) Balanced Twisted-Pair Telecommunications Cabling and Components Standard, Addendum 2: Additional Considerations for Category 6A Patch Cord Testing

j. TSB-155-A: Guidelines for the Assessment and Mitigation of Installed Category 6 Cabling to Support 10GBASE-T

k. TSB-184: Guidelines for Supporting Power Delivery Over Balanced Twisted-Pair Cabling

WILLIAMSON COUNTY CABLING SPECIFICATION

l. ANSI/TIA-568-C.3 (June 2008) Optical Fiber Cabling Components Standard

m. ANSI/TIA-568-C.3-1 (December 2011) Optical Fiber Cabling Component Standard- Addendum 1, Addition of OM4 Cabled Optical Fiber and array connectors

n. TSB-4979 (August 2013) Practical Considerations for Implementation of Multimode Launch Conditions in the Field

o. TIA, TSB-140 Additional Guidelines for Field-Testing Length, Loss and Polarity of Optical Fiber Cabling Systems

p. ANSI/TIA-1183 (August 2012) Test Fixtures for Balun-Less Measurements of Balanced Components and Systems

q. ANSI/TIA-568-C.4 (July 2011) Broadband Coaxial Cabling Components Standard

r. ANSI/TIA-942-A (August 2012) Telecommunications Infrastructure Standard for Data Centers

s. ANSI/TIA-942-A-1 (March 2013) Telecommunications Infrastructure Standard for Data Centers, Addendum 1 - Cabling Guidelines for Data Center Fabrics

t. TIA-569-C (May 2012) Telecommunications Pathways and Spaces

u. TIA-569-C.1 (February 2013) Telecommunications Pathways and Spaces Addendum 1- Revised Temperature and Humidity Requirements for Telecommunications Spaces

v. TSB-190: Guidelines on Shared Pathways and Shared Sheaths

w. ANSI/TIA-606-B (June 2012) Administration Standard for Telecommunications Infrastructure

x. TIA-607-B (September 2011) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises

y. TIA-607-B-1 (January 2013) Generic Telecommunications Grounding (Earthing) and Bonding for Customer Premises - External Grounding Addendum

z. TIA-607-B-2 (August 2013) Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises Addendum 2 – Structural Metal

aa. TIA-758-B (April 2012) Customer-Owned Outside Plant Telecommunication Infrastructure Standard

bb. ANSI/TIA-598-C-2005, Optical Fiber Cable Color-coding

cc. TIA-1152 (September 2009) Requirements for Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling

dd. ANSI/TIA-862-A (April 2011) Building Automation Systems Cabling Standard

ee. TIA-1005-A (June 2012) Telecommunications Infrastructure Standard For Industrial Premises

ff. TSB-162-A (November 2013) Telecommunications Cabling Guidelines for Wireless Access Points

gg. ANSI/TIA-4966 (May 2014) Telecommunications Infrastructure Standard for Educational Facilities

3. ISO/IEC

a. ISO/IEC 11801 Edition 2.2: Information Technology – Generic Cabling For Customer Premises

b. ISO/IEC TR 11801-99-1 – Balanced cabling for 40Gbps channels – (2014-2015)

c. ISO/IEC 24764 Edition 1.0: Information Technology – Generic Cabling Systems For Data Centres

d. ISO/IEC 24764-1 - Data Centres - Amendment to add Intermediate Distributor (ID) for large or modular data centers

e. ISO/IEC 14763-2 Edition 1.0: Implementation and Operation of Customer Premises Cabling – Part 2: Planning and Installation

f. ISO/IEC 14763-3 Edition 2 – Testing of Optical Fibre Cabling – methods for inspection and testing of installed optical fiber

g. ISO/IEC TR 29125:2010 Information technology -- Telecommunications cabling requirements for remote powering of terminal equipment

4. National Electric Codes

a. National Electrical Safety Code (NESC) (IEEE C2-2012)

b. ANSI/NFPA 70-2011, National Electrical Code© (NEC©)

c. ANSI/IEEE C2-207, National Electrical Safety Code®

d. National Electrical Code (NEC) (NFPA 70)

5. OSHA Standards and Regulations – all applicable

6. Local Codes and Standards – all applicable

7. BICSI – Building Industry Consultative Services International

e. ANSI/BICSI 005-2013, Electronic Safety and Security (ESS) System Design and Implementation Best Practices

f. Information Transport Systems Installation Methods Manual (ITSIMM), 6th Edition

g. ANSI/BICSI 002-2011, Data Center Design and Implementation Best Practices

h. Network Systems and Commissioning (NSC) reference, 1st Edition

i. ANSI/NECA/BICSI 568-2006, Standard for Installing Commercial Building Telecommunications Cabling

j. NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings

k. BICSI-003-2014 Building Information Modeling (BIM) Practices for Information Technology Systems

l. Telecommunications Distribution Methods Manual, 13th Edition

m. AV Design Reference Manual, 1st Edition

n. Network Design Reference Manual, 7th Edition

o. Outside Plant Design Reference Manual, 5th Edition

p. Wireless Design Reference Manual, 3rd Edition

q. Electronic Safety and Security Design Reference Manual, 3rd Edition

r. Commercial Installation On-the-Job Training Booklet

s. Telecommunications Project Management (TPM) reference, 1st Edition

8. Anywhere cabling standards conflict with one another or with electrical or safety codes, Contractor shall defer to the NEC and any applicable local codes or ordinances, or default to the most stringent requirements listed by either.

9. Knowledge and execution of applicable standards and codes is the sole responsibility of the Contractor.

10. Any violations of applicable standards or codes committed by the Contractor shall be remedied at the Contractor's expense.

D. WILCO Substitution Policy

1. This is a performance-based specification developed from the experience of the Department of Information Technologies in providing exceptional solutions for all of our facilities and departments. As such, substitution of specified systems is discouraged, but allowed if Contractor strictly follows Substitution Policy outlined below.

2. Contractors offering product substitutions or equivalents are responsible for proving equal or superior mechanical and transmission performance to those products listed herein.

3. The process for substituting products other than those specified is as follows:

   a. Any Contractor wishing to offer structured cabling or associated infrastructure products other than those specified shall submit a request for product substitution in writing no less than one week in advance of bid.

   b. Written requests for substitution shall be accompanied by three samples of the substitution product along with associated drawings, specification sheets and engineering documents for evaluation by WILCO.

   c. Any copper or fiber cabling products that carry signal shall be accompanied by third party laboratory performance test reports from an ITS/ETL proving equivalency in transmission performance.

4. Equal product acceptance must be received from Williamson County in writing to be valid.

5. Contractor shall assume all costs for removal and replacement of any substituted product installed without prior written approval. Such costs shall include but not be limited to labor, materials as well as any penalties, fees or costs incurred for late completion.

E. Contractor Qualifications

WILLIAMSON COUNTY CABLING SPECIFICATION

1. General

a. Contractor must have at least 5 years documented experience installing and testing structured cabling systems of similar type and size. Contractor must also provide a list of key installation personnel, their hire dates, and a resume of their experience. Key installation personnel shall include at least one foreman and one journey level installer or technician. By submitting the names of these personnel, the contractor is committing them to the execution of the project outlined in this specification. No temporary labor shall be allowed, all contractor employees shall be full time, and proof showing full time employment must be on file.

b. Contractor shall have offices and service personnel based with a fifty mile radius of Williamson County and be capable of same-day response to service calls.

c. Contractor shall employ at least one BICSI Registered Communication Distribution Designer (RCDD.. The RCDD shall provide approval on the design, installation, and documentation of this communications system along with making sure all Panduit Certification Plus System Warranty documentation and requirements are met and submitted to Panduit upon completion of the project. The RCDD must be local to the office where work is taking place.

d. The contractor shall not subcontract voice/data/video/fiber cabling, termination or testing without the written permission of Panduit and Williamson County. If any work is subcontracted it shall be to a Panduit PCI certified installation company.

e. Contractor shall have all necessary permits, licenses, and inspections required for the performance of data, voice, and fiber optic cable installations

f. Contactor shall be a current Panduit Certified Installer (PCI) or accepted substitute manufacturer (See Substitution Policy). A copy of the corporate manufacturer certification must be included with all quotes.

g. At least 30 percent of the technicians on the job must have a current Panduit Certified Copper Technicians certificate, or accepted substitute manufacturer, to install copper distribution systems.

h. At least 30 percent of the technicians installing any Fiber Distribution Systems must have a current Panduit Certified Fiber Technicians certificate, or accepted substitute manufacturer certificate, to install fiber distribution systems

i. The Telecommunications contractor must provide a project manager to serve as the single point of contact to manage the installation, speak for the contractor and provide the following functions:

- Initiate and coordinate tasks with the Williamson County Project Manager and others as specified by the project schedule.
- Provide day to day direction and-site supervision of Contractor personnel.
- Ensure conformance with all contract and warranty provisions.
- Participate in weekly site project meetings.
- This individual will remain project manager for the duration of the project. The contractor may change Project Manager only with the written approval of Williamson County.

j. Contractor Project manager must be manufacturer certified in the copper and fiber information transport systems to be installed.

WILLIAMSON COUNTY CABLING SPECIFICATION

2. References

   a. Communications Contractor shall provide with bid, a list of three reference accounts where similar Data, Voice, Fiber Optic Cable, and related equipment installation work was performed within the last year (twelve month period).

3. Termination of Services

   a. Williamson County reserves the right to terminate the Communication Contractor's services if at any time WILCO determines the Communication Contractor is not fulfilling their responsibilities as defined within this document.

   b. Contractor's appearance and work ethics shall be of a professional manner, dress shall be commensurate with work being performed.

   c. Dress displaying lewd or controversial innuendos will strictly be prohibited.

   d. Conduct on Williamson County property will be professional in nature.

   e. Any person in the Contractor's employ working on a Williamson County project considered by Williamson County to be incompetent or disorderly, or for any other reason unsatisfactory or undesirable to the Department of Information Technologies, such person shall be removed from work on the Wilco project.

   f. Upon termination, the Communications Contractor shall be restricted from the premises and compensated for the percentage of work completed satisfactorily.

4. Other Contractor Responsibilities

   a. All Contractors working within a WILCO facilities are fully responsible for understanding and adhering to all rules and requirements listed in Appendix A – "WILCO Contractor/Vendor Rules and Regulations".

   b. All Contractors working within WILCO facilities are fully responsible for understanding and adhering to all rules and requirements listed in Appendix B – "POLICY & PROCEDURE CONCERNING ALL ELECTRICAL, TELECOMMUNICATIONS AND NETWORKING INSTALLATIONS AND/OR MODIFICATIONS".

   c. Confirmation of Pathway and Cable Manager Sizing:

      - Wherever cabling pathways or managers are installed, it is the Contractor's responsibility to confirm pathway or manager sizing to represent no more than 35% fill according to manufacturer's fill charts based on projected cable densities when racking systems and cabling pathways are fully populated.
      - Pathways overfilled upon installation will not be accepted and shall be remedied at Contractor expense.

   d. Contractor is responsible for the removal and disposal of all installation and construction debris created in the process of the job. All work areas will be cleaned at the conclusion of the workday and no tools or materials shall be left in a manner as to pose a safety hazard.

   e. Contractor must remove all abandoned cable per Article 800 of the National Electrical Code and per TIA and BICSI standards, recycling these materials where possible. Removal of orphaned cable is mandatory. Contractors must consider this when placing bids.

f. Contractor shall abide by the regulations set by local Williamson County's Security Policy pertaining to access and conduct while on WILCO property.

g. Contractor shall all obey all posted speed limits and parking regulations at the Williamson County facilities where the work is being performed.

F. Warranty

1. General

a. Contractor shall provide a 25 year PanGen ™ System Warranty (or Wilco approved equal) on all copper and fiber permanent cabling links.

b. It is understood the PanGen ™ System Warranty is a system performance warranty guaranteeing for 25 years from acceptance that the installed system shall support all data link protocols for which that Category of copper cabling system or fiber OM/OS designation of fiber optic system is engineered to support according to current and future IEEE and TIA standards.

c. The PanGen ™ System Warranty may be invoked only if the cabling channel links are comprised of continuous Panduit/General Cable components, including patch cords, equipment cords and fiber jumpers.

d. Upon acceptance of Warranty, Panduit will mail a notification letter to the installer and a notification letter and warranty certificate to Williamson County.

2. Contractor Warranty Obligations

a. Installation firm (Contractor) must be a current Panduit Certified Installer (PCI) or approved equivalent manufacturer in good standing and shall include a copy of the company installation certification with the bid.

b. Contractor shall name a supervisor to serve on site as a liaison responsible to inspect and assure all terminations are compliant to factory methods taught in Panduit Technician Certification Training, or approved equal, and according to all Standards cited in the Regulatory References section of this document.

c. Contractor liaison (project supervisor) shall have a current, up-to-date Panduit Certified Technician (PCT) certificate in both copper and fiber. Copies of the copper and fiber certificates of the Panduit liaison shall be submitted with the bid. These requirements are the same for accepted equivalent manufacturers. See "Substitution Policy" for mandatory procedure when offering substitutions.

d. Fiber optic cabling system additions and upgrade to existing facilities shall match the fiber type (OM/OS designation) of the system to which it is being installed. Contractor shall under no circumstances mix different OM/OS classes of cable or termination devices (connectors) within the same system.

e. All intra-building new fiber optic installations shall utilize an appropriate cable constructions as specified herein.

f. All UTP cable pulled and terminated shall be Category 6 cable and connectivity whether new or legacy systems.

WILLIAMSON COUNTY CABLING SPECIFICATION

g. All UTP terminations within the Williamson County (new) projects shall be terminated using the T568B pin-out (wire map). Legacy additions shall match the copper pin-out of the facility to which cabling is being added-to or upgraded.

h. Contractor shall install all racking and support structures according to cited Standards in such fashion as to maintain both cited industry standards as well as manufacturer recommendations for uniform support, protection, and segregation of different cable types,

i. Contractor is responsible for maintenance of maximum pulling tensions, minimum bend radius, and approved termination methods as well as adhering to industry accepted practices of good workmanship.

j. Contractor is responsible for understanding and submitting to Panduit all documents required prior to project start to apply for the PanGen ™ System Warranty. These include but are not limited to the project information form and SCS warranty agreement. These requirements are the same for accepted equivalent manufacturers. See "Substitution Policy" for mandatory procedure when offering substitutions.

k. Contractor is responsible for understanding and submitting to Panduit all documents required at project end. These include, but are not limited to: completed warranty forms, passing test reports and drawings of floor plans showing locations of links tested. These requirements are the same for accepted equivalent manufacturers. See "Substitution Policy" for mandatory procedure when offering substitutions.

l. Test results shall be delivered in the tester native format (not Excel) and represent the full test report, summaries shall not be accepted. Contact your Panduit representative for a current list of approved testers, test leads and latest operating systems.

m. The Communications Contractor will correct any problems and malfunctions that are warranty-related issues without additional charge to Williamson County for the entire warranty period.

n. The warranty period shall commence following the final acceptance of the project by Williamson County and written confirmation of Warranty from Panduit. These requirements are the same for accepted equivalent manufacturers. See "Substitution Policy" for mandatory procedure when offering substitutions.

<END OF SECTION>

II. Installation and Maintenance Guidelines

A. Maintenance of Patch Fields

1. Any persons, whether with a Contractor or Williamson County, adding or moving copper or fiber optic patch (equipment) cords shall do so in a neat, workmanlike fashion in keeping with the intended cable management concept and according to all industry best practices as outlined in cabling standards and applicable BICSI publications referenced in this document.

2. Persons performing such moves, adds or changes (MACs) shall further adhere to the following:

    a. Use existing cabling management pathways and take care to place cable like with like, maintaining original segregation strategies for separating fiber and copper cables as well as any separation necessary between different types of copper cables.

    b. Cables shall be dressed neatly within patch management pathways with care taken to maintain minimum bend radius of not less than 4 times the cord outer diameter for copper and not less than a 1" bend radius for fiber jumpers as per ANSI/TIA 568-C.0.

    c. All patch cords used shall be of same copper Category or fiber OM/OS designation as the media used in the permanent cabling links.

    d. Patching in all cases shall be done using factory terminated cords manufactured for that purpose. Hand terminated patch cords will not be accepted.

    e. All patch cords or jumpers must be completely contained within supplied cable management paths. Cables draped across the front cabinets or racks will not be accepted and shall be remedied at Contractor's expense.

    f. Any persons installing or moving fiber optic patch cords for any reason will clean the connector with lint-free wipes and 99% or higher isopropyl alcohol before replacing the connector in a patch or equipment port.

    g. Any technicians, whether with Williamson County or Contractors performing moves, adds or changes within patch field will label additions to the system according to the labeling conventions in place at that facility.

    h. Any persons with Williamson County or installing Contractor performing moves, adds or changes within patch field will record the move according to record system in place at that facility.

B. Cable Pulling and Termination

1. General

    a. Contractor is responsible for installing systems according to all applicable codes and the standards cited in this document.

    b. Contractor shall use grommets to protect the cable when passing through metal studs or any openings that can possibly cause damage to the cable. This includes grommets on ends of hard conduit where

used.

c. Do not deform the jacket of the cable. The jacket shall be continuous, free from pinholes, splits, blisters, burn holes or other imperfections.

d. Install proper cable supports, spaced less than 5 feet apart, and within manufacturer's requirements for fill ratio and load ratings.

e. Leave a pull string to the end of each conduit run. Replace pull string if it was used for a cable pull.

f. Note service loops may not touch the drop-ceiling assembly. Any portion of the communications cabling making contact with ceiling structures must be remedied at the Contractor expense.

g. Label every cable within 12 in. of the ends with self-laminating wire wrap cable appropriate to that cable size. Use a unique number for each cable segment as required by the project documentation and the labeling section of this document.

h. Dress the cables neatly with hook and loop cable ties in telecommunications rooms. Plastic ties are approved in pathways where cable bundles will not be reentered. Contractor responsible for using plenum ties and appliances in air-return (plenum) spaces as required by the local AHJ (Authority Having Jurisdiction).

i. Contractors installing cabling systems in Williamson County facilities shall install plenum rated cable in all instances. Non-plenum cable is not allowed and shall be removed at Contractor's expense.

2. Copper

a. When making additions to legacy systems, Contractor shall match the cabling configuration (pinout) of the existing systems. Legacy systems at Williamson County are in most cases T568B.

b. Within all new installations within Williamson County facilities, contactor shall use copper pinout T568B.

c. All four pair Category 6 cable runs shall be kept to a maximum permanent link length of 83 meters when using a total 10 meters of 28 awg "small diameter" patch cords.

d. Copper links that are 90 meters in permanent link, shall not exceed 6 meters (total) of patch cords when using 28 awg "small diameter" patch cords.

e. Use low to moderate force when pulling cable. Maximum tensile load may not exceed 25' lbs. maximum pulling force per 4 pair cable.

f. No pathway, including conduits shall have greater than a 35% fill per manufacturer fill charts. Contractor is responsible for bringing to the attention of Williamson County project manager any insufficiently sized conduit or cable pathways discovered on site or in project documentation.

g. Keep Category 6 cables as far away from potential sources of EMI (electrical cables, transformers, light fixtures, etc.) as required in cited TIA Standards.

h. All copper horizontal cabling shall have slack service loops no less than 12" at the work area (equipment outlet) and not less than 3 feet in the telecommunications room.

i. Service loops in the work area shall be stored behind the equipment outlet (faceplate).

j. Service loops in the telecommunications room may be wall mounted or contained in pathways or racking

systems if done in a neat, workmanlike fashion.

k. Service loops shall be stored in such fashion as to not violate bend radius, slack touching the drop ceiling is not allowed and must be remedied at Contractor expense.

l. Maintain the twists of the pairs all the way to the point of termination, or no more than 0.5" (one half inch) untwisted.

m. All UTP patching shall be accomplished using Category 6 rated modular patch panels as indicated elsewhere in this document.

n. All removed copper cable is to be disposed of in a Williamson County recycling bin designated for "copper", or removed from the property to be disposed of by Contractor if this is the instructions in the project documentation.

3. Fiber

a. When making additions to legacy systems, Contractor shall match the fiber type and fiber connectors used within that system.

b. Within all new fiber installations within Williamson County, contactor shall use Panduit cam-style "Opti-cam" LC connectors. See product section and Appendix D for details.

c. When installing fiber cable, Contractor shall maintain a minimum bend radius, both under pulling load and static (installed), per requirements outlined within TIA standards, or manufacturer's recommendations, whichever is the most stringent.

d. Fiber terminations shall be done according to recommendations of TIA, manufacturer's requirements and accepted industry best practices.

e. All unjacketed fiber shall be contained within appropriate fiber enclosures. Exposed tight-buffered or loose-tube strands will not be tolerated and shall be remedied at Contractor's expense.

f. Contractor shall perform test setup and testing according to guidelines in the "Testing and Acceptance" section of this document.

<END OF SECTION>

III. Cabling Systems and Associated Infrastructure

A. Cabling Subsystem I – Horizontal Cabling System

1. Slack (Service Loops) in Horizontal UTP Cable

    a. Horizontal cable in WILCO facilities are routed through conduit, but electrical boxes are not used for low-voltage communications cable.

    b. Contractor shall use low-voltage mounting brackets ("box-eliminators") for mounting low-voltage communications faceplates.

    c. Contractor shall provide a minimum 12" slack or service loop at the equipment outlet (work area) on each terminated copper horizontal permanent link. Work area slack shall be contained within the wall behind the faceplate if this may be done easily without violating cable bend radius.

    a. Where there is not sufficient space behind the faceplate, Contractor may pull work area slack into the ceiling space and properly store service loop with appropriately rated hook and loop cable ties. Cable slack shall in no instances touch the ceiling grid or associated drop ceiling components or fixtures.

    b. Contractor shall provide a minimum of 10 feet slack or service loop in the horizontal telecommunications room on each terminated copper horizontal permanent link, to be stored on the wall backboard using appropriate mounting fixtures built for that purpose (i.e. D-rings).

    c. Contractor should consult project-specific documentation or the Williamson County project liaison for other mounting methods where wall mount is not an option.

2. Metal Conduit

    a. Cable in horizontal runs in offices shall be routed and contained in metal conduit.

    b. Contractor shall size conduit large enough to accommodate at least 50% growth. I.e. conduit for 4 cables shall be sized to accommodate 6 cables at less than 40% calculated fill based on cable OD.

3. Equipment Outlets (Faceplates)

    a. When adding horizontal cabling to existing facilities within Williamson County, Contractor shall match the existing cable plant in regards to color of existing raceway and faceplates.

    b. Flush mount faceplates in new projects shall be Panduit NetKey ® faceplates (or approved equivalent) with label fields in either electric ivory or international white as called for in the project documentation.

    c. NetKey ® Faceplates shall be available in one, two, four and/or six-port vertical single gang configurations. Faceplates shall further have the following characteristics:

        - Faceplates with no labels shall include painted combination head screws.
        - The faceplates shall mount to standard U.S. NEMA boxes and adapters with screw-to-screw dimensions of 3.28" (83.3mm).
        - Faceplates shall be available with or without labels.

- Dedicated sloped versions shall be available for improved bend radius control and decreased requirements in wall depth.
- Each faceplate shall accept NetKey ® modules that can be individually inserted and removed as required.

d. See Appendix C for faceplate typicals.

e. See Appendix D for faceplate part numbers.

4. Equipment Outlets – Surface Boxes

a. Wireless access points and IP cameras mounted on walls and ceilings utilize single Category 6 horizontal runs (drops) terminated in NetKey 2 hole surface mount boxes (or approved equivalent) having the following properties.

b. Two hole boxes shall further meet the following requirements:

- Boxes shall be in electric ivory or international white as called for in project-specific documentation.
- Able to accept all NetKey ® Modules
- Include mounting screws and adhesive tape
- Be compatible with Panduit® LD3, LD5, and LD10 Raceway.

5. Copper Jacks

a. Modular jacks shall be Panduit Category 6 NetKey ® Jack Modules (or approved equivalent) featuring 110-termination technology and have the following characteristics.

- The eight position modules shall be used in all work areas and shall meet the connector requirements of the TIA/EIA Category 6 standard.
- Termination shall be accomplished by use of a 110 termination.
- The wiring scheme label shall be available with both T568A and T568B wiring schemes.
- The modules shall terminate four pair 24 and 22 AWG 100 ohm solid unshielded twisted pair cable.
- The modules shall be universal in design, including complying with the intermateability standard IEC 60603-7 for backward compatibility.
- Category 6 modules shall have UL and CSA approval. The modules shall have ETL verified Category 6 performance and ISO Class E performance (as defined in ISO/IEC 11801) in both the basic and channel links.
- They shall be universal in design, accepting six or eight pair modular plugs without damage to the outer module contacts.
- The modules shall be able to be re-terminated a minimum of 10 times and be available in 11 standard colors for color-coding purposes.
- The module shall snap into all NETKEY ® outlets and patch panels.

b. Consult project documentation for jack color coding in use for that installation.

c. See Appendix D at the end of this document for part numbers.

6. Category 6 Unshielded Twisted Pair Cable

a. WILCO Category 6 UTP cable shall be plenum PanGen 6 manufactured by General Cable.

b. Standard blue version is part number 7131800. For other colors use table below:

General Cable Category 6 Cable

	GS 6 Pull-Pac® II	
Jacket Color	CMR (Non-Plenum)	CMP (Plenum)
Blue	7133800	
White	7133801	7131801
Yellow	7133802	7131802
Gray	7133803	7131803
Red	7133804	7131804
Orange	7133805	7131805
Green	7133806	7131806
Black	7133807	7131807
Pink	7133808	7131808
Purple	7133809	7131809

c. For cable colors on actual project, consult the project documentation.

d. See Appendix D at the end of this document for cable part numbers.

7. Distributor I (Horizontal Patch Panels) – standard density patch panels

a. Williamson County copper patch panels in the horizontal patch fields shall be flat 1 RU or 2 RU NetKey® type with frames of either metal or molded polymer.

b. If made of molded polymer construction, the patch panels shall have the following features:

- Punchdown patch panels shall be a molded design made of polymer material and mount to standard racks and cabinets.
- Punchdown modules shall meet Category 6/Class E performance levels and terminate unshielded twisted 4-pair, 22 – 26 AWG, 100 ohm cable.
- Punchdown tool properly terminates each conductor for optimum performance. Universal T568A and T568B color-coded wiring schemes included.
- Patch panels shall be available in standard density 24 and 48-port configurations.
- Patch panels include pre-numbered labels with writable surface on back.

- Additional numbering engraved in the front and back of the panel.

c. If made of metal frame construction, the patch panels shall have the following features:

- Category 6/Class E punchdown patch panels shall terminate unshielded twisted 4-pair, 22 – 26 AWG, 100 ohm cable and mount to standard EIA 19" or 23" racks.
- Punchdown tool shall properly terminate each conductor for optimum performance. Universal T568A and T568B.

d. For instructions for which patch panel to use consult project-specific documentation.

e. For detailed part numbers see "Appendix D" at the end of this document.

8. Small Diameter Category 6 Copper Patch Cords

a. Copper patching of Category 6 links in Williamson County facilities shall use Panduit 28 awg "small diameter" patch cords having the following characteristics:

- Cable diameter not more than 0.150 in. (3.8mm) nominal.
- Category 6/Class E channel and component performance.
- Exceeds all ANSI/TIA-568-C.2 Category 6 and ISO 11801 Class E Edition 2.1 electrical performance requirements for all frequencies from 1 to 250 MHz.
- FCC and ANSI compliance: Meets ANSI/TIA/EIA-1096-A; contacts plated with 50 micro inches of gold for superior performance.
- IEC compliance: Meets IEC 60603-7 c (UL) US listed: UL 1863, CSA standard C22.2.
- PoE compliance: Meets IEEE 802.3af and IEEE 802.3at for PoE applications in bundle sizes up to 48 cables.
- Operating temperature: 14°F to 140°F (-10°C to 60°C).
- Storage temperature: -40°F to 158°F (-40°C to 70°C).
- Plug housing: UL94V-0 rated clear Polycarbonate.
- Contacts: Gold plated phosphor bronze.
- RoHS compliance: Compliant.
- Flammability rating: CM/LSZH dual rated.

b. Due to miniature size of patch cords, utilize increased attenuation de-rating value of 1.9. These supports 96 meter channels that include 90 meter permanent links, and 6 meters of patch cord. A channel using 10 meters total of patch cord would support a 93 meter channels.

c. For in telecom patch fields, WILCO projects use color coded small diameter patch cords to indicate

various circuits. These colors and circuits they represent are as follows:

Blue = Adminstrative
Yellow = Academic
Green = Wireless
Orange/Red = Public Safety
Purple = Crossover
Grey = Printer
Black = Utility
White = VoIP/Wallphone

d. Consult project documentation for how color coding is to be used on that job.

e. For more detail on use of patch cord color coding in the telecommunications rooms, see Appendix C.

f. See Appendix D for part numbers.

9. Surface Mount Raceway – Wall Mount

a. See Appendix D at the end of this document for part numbers.

10. Modular Furniture Raceway

a. Office and administrative areas repurposing used modular furniture may require additional cable pathway space and shall utilize Pan-Way ® Office Furniture Raceway System, or approved equivalent.

b. Such modular furniture raceway shall provide cable paths along the top of modular furniture partitions dropping services (equipment outlets) at work surface level.

c. Modular furniture raceway must meet the following requirements:

- UL listed in accordance with UL-5C requirements for Class 2 Communication Cable Management Systems.
- Maintains bend radius control throughout the entire office furniture raceway system as required by TIA/EIA-568-B and 569-B.
- Faceplates are compliant with the labeling requirements of the TIA/EIA-606-A standard.
- Robust design and tamper resistant closure increases product stability and prevents damage to cabling during and after installation.
- Product supplied with adhesive backing for fast and easy installation.
- Creates a virtually invisible solution for routing data cables on panels from all common manufacturers with a top cap width between 1.88" and 2.30".
- Designed for use with Pan-Net ® Connectivity, also accepts all common manufacturers' connectivity with use of a NEMA standard 70mm faceplate or module frame.

d. Consult Appendix D for part numbers.

11. Power and Communications Poles

a. Many WILCO offices use power/communications poles to deliver power and data cables from the ceiling into the work area space below.

b. Power/communications poles shall be Pan-Way® Pan-Pole™ Aluminum Outlet Poles for Power and Communication (or WILCO approved equivalent), and must have the following properties:

- Dual channel aluminum pole is equipped with pre-terminated electrical outlets and provides channel separation for the installation of communication cabling and modules.
- UL and CSA rated 600 V.
- Available in 11 or 13 foot lengths and supplied with a non-metallic cover.
- Electrical outlets are pre-wired.
- Pre-installed components include: Blank non-metallic cover, two 20 A factory wired rectangular outlets with wiring fed through power channel to base of power entry box. power entry with 1/2" and 3/4" conduit breakouts, Removable plate for power wiring connections, ground screw pre-mounted behind removable plate.
- Supplied mounting hardware includes: Entry end bend radius fitting, ceiling T-bar bracket, ceiling tile trim plate, end cap, End cap floor grip pad.

c. See Appendix D for part numbers for 11' and 13' power/communications poles.

C. Cabling Subsystem II – Intrabuilding Fiber Backbone

a. Intrabuilding singlemode Fiber Trunks are for Use within Buildings.

b. On additions to existing Williamson County fiber cableplant , Contractor shall match existing fiber and connector types.

c. In new Williamson County projects, backbone fiber running between telecom spaces within buildings (cabling subsystem II) shall be singlemode 24 strand Opti-Core® Fiber Optic Indoor Interlocking Armored Cable Armored plenum-rated tight-buffered singlemode cable shall further have the following characteristics:

- Used in intrabuilding backbone, building backbone, and horizontal installations for riser (OFCR), plenum (OFCP), and harsh environments
- Interlocking aluminum armor eliminates the need for inner duct or conduit to provide a smaller crush resistant pathway for design flexibility and a lower installed cost
- Available in 6, 12, 24, 36, 48, 72, 96 and 144-fiber counts
- Multimode (OM4, OM3, OM2, and OM1) and singlemode (OS1/OS2) fiber available optimized) fiber available
- Sheath markings provide positive identification, quality traceability, and length verification

- 900µm standards-based color-coded buffer coating protects fibers during handling and allows for easy identification and stripping
- Cable design and flexible buffer tubes allow for quick breakout and ease of routing
- Opti-Core ® 10Gig ™ Fiber Optic Cable is designed to support network transmission speeds up to 10 Gb/s for link lengths up to 300 meters for OM3 and up to 550 meters for OM4 with an 850nm source per IEEE 802.3ae 10 GbE standard; backward compatible for use with all 50/125µm system requirements

d. Contractor shall terminate tight-buffered cable constructions with Panduit Opti-cam LC fiber connectors.

e. See Appendix D for part numbers.

D. Cabling Sub-system III – Interbuilding Fiber Backbone

1. Singlemode Fiber Trunks for Use Between Buildings

a. On additions to existing Williamson County fiber cableplant. Contractor shall match existing fiber and connector types.

b. In new Williamson County projects, backbone fiber running between buildings (cabling subsystem III) shall be Panduit 48 strand Opti-Core® Gel-Free Fiber Optic Indoor/Outdoor All-Dielectric Cable, or College approved equivalent.

c. Loose tube outside plant cable shall be terminated in the entrance facility using Panduit Opticam connectors with appropriate fan-out kits.

d. Fanout kits shall have the following properties:

- Used to build up 250µm fiber to 900µm loose buffered coating size for connector termination
- • Include 900µm hollow tubing and plastic housings
- • Include adhesive tape for mounting
- • Include TEFLON* powder for easy insertion of fibers

a. Length: 1 meter (39.37")

b. Refer to Appendix D for part numbers.

c. Interbuilding fiber trunks must have the following features:

- Allows installation using loose tube cable methods within buildings and outdoor environments for transitional aerial and duct applications, and in entrance facilities that require riser (OFNR) or plenum (OFNP) rated cable
- Eliminates the need for building entrance transition point
- All-dielectric cable construction requires no grounding or bonding
- UV resistant cable sheathing meets the light absorption requirement defined by Telcordia GR-20, Issue 2 to withstand harsh outdoor environmental demands
- Dry water-blocking technology allows rapid cable preparation and termination for lower termination

costs and time (no messy gel required)

- Available in 6 and 12-fiber counts in "central loose tube" design, and in 24, 36, 48, 72, 96 and 144-fiber counts in a "stranded loose tube" design
- Multimode (OM4,OM3, OM2, and OM1) and singlemode (OS1/OS2) fiber available
- Sheath markings provide positive identification, quality traceability, and length verification
- 250µm buffer coating protects fibers during handling and allows for ease of stripping
- Opti-Core ® 10Gig ™ Fiber Optic Cable is designed to support network transmission speeds up to 10 Gb/s for link lengths up to 300 meters for OM3 and up to 550 meters for OM4 with an 850nm source per IEEE 802.3ae 10 GbE standard; backward compatible for use with all 50/125µm system requirements
- Contractor shall terminate loose-tube cable constructions between buildings with LC pigtails as indicated elsewhere in this document.

d. See Appendix D part numbers.

E. Fiber Connectivity

1. LC Fiber Connectors

a. All LC terminations shall be done with Panduit fusion splice pigtails having the following properties:

- TIA/EIA-604 FOCIS-10 compatible connectors.
- Exceed TIA/EIA-568-B.3 requirements.
- Connector backbone and boot colors follow TIA/EIA-568-C.3 suggested color identification scheme.
- Insertion loss: 0.3dB average (multimode and singlemode).
- Return loss: >26dB (10Gig ™multimode), >20dB (multimode), >50dB (singlemode).
- Quick installation; provide field termination in less than half the time of field polish connectors.
- Patented re-termination capability provides yield rates approaching 100%.
- Factory pre-polished fiber endface eliminates time-consuming field polishing to reduce installation costs, labor, scrap and the number of tools required.
- Cable retention boot assemblies consistently provide higher than industry standard cable retention.
- Non-optical disconnect maintains data transmission under tensile loads for jacketed cable.

b. See Appendix D for part numbers on cam-style LC fiber connectors.

2. Fiber Enclosures

a. Fiber cable terminations shall be contained in 2 RU, or 4 RU Panduit FCE series rack mount fiber enclosures, or WILCO approved equal.

b. Contractor shall select enclosure size as needed for the number of fibers projected to be in that telecommunication space when fully populated.

c. Contractor shall fill any unused enclosure space with a blank fiber adapter panel (FAP).

d. FCE enclosures shall further have the following properties:

- Be able to hold QuickNet ™ Fiber Optic Cassettes, Opticom ® Fiber Adapter Panels, or splice modules.
- Have a slide-out, tilt-down drawer to provide full front access to all fibers and cables.
- Employ integral bend radius control and cable management appliances for fiber optic patch cords.
- Have rear cable management for proper slacking/spooling of trunk cable break-outs and interconnect cables.
- Have multiple trunk cable entry locations and include fiber optic cable routing kit (grommets, cable ties, spools, strain relief bracket, and ID/caution labels) for different installation configurations.

e. See Appendix D for part numbers.

3. Loose-tube cable and Fusion Splicing with LC Pigtails

a. Outdoor rated loose-tube fiber shall be terminated at the demarcation with fan-out kits and Panduit OptiCom cam-style connectors. The fan out kit shall meet the following requirements:

- Used to build up 250µm fiber to 900µm loose buffered coating size for connector termination.
- Include 900µm hollow tubing and plastic housings.
- Include adhesive tape for mounting.
- Include TEFLON* powder for easy insertion of fibers.
- Length: 1 meter (39.37").

4. Fiber Adapter Panels

a. FCE fiber enclosures shall be populated with fiber adapter panels containing either 6 LC singlemode duplex fiber adapters, or 12 LC singlemode duplex fiber adapters depending on the density needs of the telecom room.

b. Consult project documentation to determine whether 6 or 12 LC singlemode duplex adapters are to be used on a given job.

c. Contractor is responsible to blank out any enclosure spaces where adapter panels are not used.

d. Adapter panels shall further have the following features:

- Loaded with TIA/EIA-604 FOCIS-10 compatible adapters.
- Exceed TIA/EIA-568-B.3 requirements.
- Adapter housing colors follow TIA/EIA-568-C.3 suggested color identification scheme.
- Snap quickly into the front of all Opticom ® components

- LC fiber adapter panels are Sr/Jr. to conserve enclosure space.
- Accept FOCIS-10 compatible senior LC connectors at either end and FOCIS-10 junior LC connectors at the inside end for behind the wall applications.
- Both ends accept FOCIS-10 compatible senior LC connectors.
- Junior end also accepts FOCIS-10 compatible junior (fixed ferrule/springless) LC connectors.
- Choice of phosphor bronze or zirconia ceramic split sleeves to fit specific network requirements; zirconia ceramic split sleeves are recommended for OM4/OM4 multimode and OS1/OS2 singlemode applications.
- Every adapter is laser marked with Q.C. number to assure 100% traceability.
- LC adapters are also available in QuickNet ™ Fiber Optic Cassettes.

e. Consult Appendix D for fiber adapter panels and blank adapter panels.

5. Fiber Patch Cords

a. Fiber patch fields within Williamson County facilities shall utilize riser rated singlemode "push/pull" fiber jumpers (fiber patch cords) that have the following properties:

- Push-Pull LC Duplex Fiber Optic Patch Cords shall feature the push-pull strain relief boot and duplex clip, to allow users easy accessibility in tight areas when deploying very high density LC patch fields.
- Jumpers shall be available in OM3, OM4 and single-mode and be available in in riser (OFNR), plenum (OFNP), and low smoke zero halogen (LSZH) rated jacket materials.

b. See "Appendix D" at the end of this document for singlemode push/pull LC jumper part numbers.

F. Cable Pathways

1. Overhead Metallic Pathway

a. Cable delivery over racking systems in telecommunications rooms shall be done with Wyr-Grid® overhead cable tray routing system or College approved equal.

b. Any pathway offered must have the following properties:

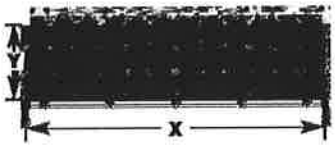
- Wyr-Grid® Pathways are provided in four widths: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm).
- Wyr-Grid® System incorporates non-integral snap-on sidewalls which minimize specification requirements and are offered in three different heights: 2" (50mm), 4" (102mm), and 6" (152mm).
- Wyr-Grid® Splice Connectors have an integral bonding screw that creates a mechanical-electrical bond between cable tray pathway sections.
- Wyr-Grid® Waterfalls are offered in two different configurations that attach to all pathway sections: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm) to facilitate bend radius control and cable management.

- Wyr-Grid® Support Brackets are offered in various widths to accommodate pathways: 12" (305mm), 18" (457mm), 24" (610mm), and 30" (762mm); have integral quick-clip retention; accommodate 1/2" or 12 mm threaded rods.

c. All metallic cable trays must be grounded and all sections bonded in accordance with listing requirements for the particular type of system and per TIA 607-B including most recent revisions, TSB and addenda.

d. Contractor is responsible sizing all pathways to represent no more than a 35% fill upon installation per manufacturer's fill chart below:

Wire Fill for Wyr-Grid® Overhead Cable Tray Routing System



12.2	2	24.3	269	172	269	24.2	2	48.3	534	342	534
	4	48.7	538	344	538		4	96.7	1069	684	1069
	6	73.0	807	516	807		6	145.0	1603	1026	1603
18.2	2	36.3	401	257	401	30.2	2	60.3	666	427	666
	4	72.7	804	514	804		4	120.7	1334	854	1334
	6	109.0	1205	771	1205		6	181.0	2000	1280	2000

"Y" equates to the height of the Wyr-Grid® Optional Sidewalls. The internal area defines the allowable fill capacity based on the Wyr-Grid® Pathway width and optional sidewall height. The Wyr-Grid® Pathway cable fill is based on NEC allowable fill of 50%.
The above cable diameters represent the nominal Panduit cable diameter per performance level.

e. All cable trays and grounding conductors should be clearly marked in accordance with manufacturer's instructions, applicable codes, standards and regulations.

f. Contractor shall take care to segregate and protect armored fiber from copper cabling in metallic pathway.

g. Bundled copper and fiber backbones shall be dressed to maintain segregation of cable types throughout the pathway. Innerduct or separate fiber duct is not necessary due to armored construction on fiber backbone.

h. See Appendix D for part numbers.

2. J-Hooks

a. Bundles of 120 Category 6 cables or less may be required to be routed above ceilings using J-hooks. Check project documentation for clarification.

b. J-hook systems used by Williamson County shall be Panduit "J-Pro" series, or Williamson County approved equivalent.

c. Contractor installing J-hook systems shall space them no more than 5 feet apart as per TIA 569-C standard.

d. Contractor is responsible for proper sizing of J-hook systems based upon cable count and manufacturers recommendations for fill, with new J-hooks to have not more than 30% fill per manufacturer's fill charts

based upon projected worst case future bundle size.

e. If J-hooks are deemed too small by above criteria, Contractor shall bring this to the attention of Williamson County for resolution in writing. J-hook pathways that will not have sufficient capacity should be replaced in the design with the proper sized basket tray for future cable additions and flexibility.

f. J-hook systems used by Williamson County shall have the following properties:

- Patented design provides complete horizontal and vertical 1" bend radius control that helps prevent degradation of cable performance.
- UL 2043 and CAN/ULC S102.2 listed and suitable for use in air handling spaces.
- Pre-riveted assemblies allow for attachment to walls, ceilings, beams, threaded rods, drop wires and underfloor supports to meet requirements of a variety of applications.
- Wide cable support base prevents pinch points that could cause damage to cables.
- Cable tie channel allows user to easily install 3/4" (19.1mm) Tak-Ty ® Cable Ties to retain cable bundle.
- Durable non-metallic J Hook materials provide the ability to manage and support a large number of cables.
- Material: Black Nylon 6.6 J Hook with metal attachments.

g. See Appendix D for part numbers.

G. 19" Racks and Rack-mount Cable Managers

1. General:

a. WILCO will often use a "active rack/passive rack" strategy, putting all active electronics on one rack and all associated patching on an adjacent rack. Consult project documentation for details on particular job.

2. Two-post Communications Racks

a. 2-post racks will be Panduit black-powdered aluminum (or WILCO approved equivalent) and have the following properties:

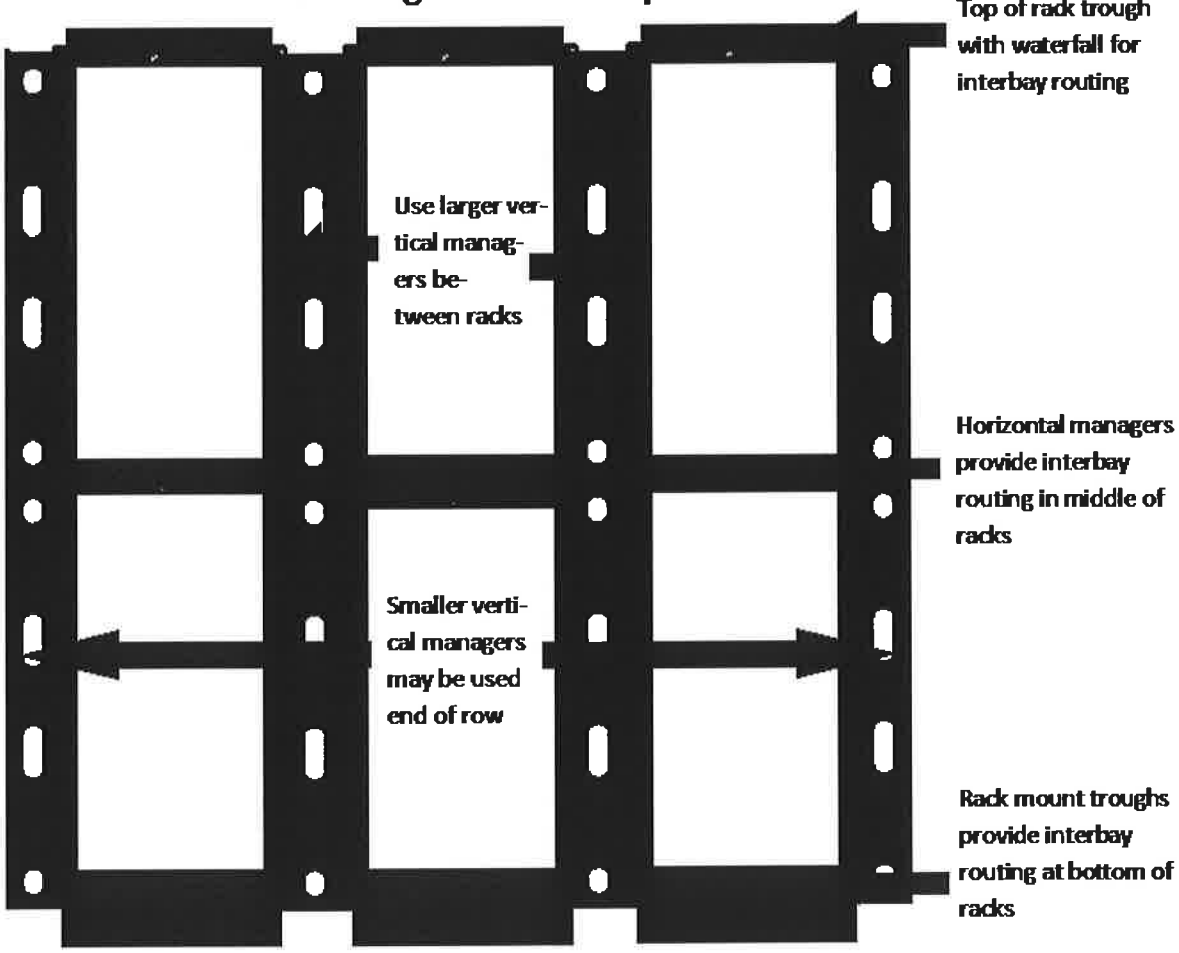
- 19" EIA rack, aluminum.
- Dimensions: 96.0"H x 20.3"W x 3.0"D (2134mm x 514mm x 76mm).
- Rack units numbering up from bottom to allow quick and easy location of rack mount items
- UL listed for 1,000 lbs. load rating.
- Double-sided #12-24 EIA universal mounting hole spacing with 24 #12-24 mounting screws included.
- Accepts all Panduit cable management and patch panel products in addition to any industry standard 19" components.
- Includes paint piercing washers for assembly to assure electrical continuity between components as

pert TIA 607-B Bonding and Grounding Standard.

b. In telecommunications rooms with multi-bay rack rows configured such that patching will take place between racks, Contractor is responsible to include in design interbay routing pathways at the top, middle and bottom of each bay to provide efficient and neat routing between any two points within rack rows.

Interbay routing shall be provided in the form of top troughs, interbay mid-rack path and flanged shelf at the bottom. See rack configuration example below.

Rack Configuration Example



Size all cable managers to contain no more than 35% fill per manufacturer's fill tables upon installation

c. For bottom-of-rack interbay routing where cable quantities exceed capacity of CMUT19 troughs, Contractor shall substitute 4RU trough CMLT19.

d. All racks shall be outfitted with a vertical grounding busbar along one rail, with all equipment bonded to ground according to TIA 607-B Bonding and Grounding Standard. See Bonding and Grounding section of this document for details.

e. See Appendix D for part numbers.

3. 4 Post Racks

a. Racks in large equipment rooms and data centers may require 4 post racks. These racks shall have the following properties:

- Independent adjustable front and rear mounting rails can be adjusted while the rack is secured to the floor
- Printed rack space identification on all equipment rails allows for quick location of rack spaces, speeding
- installation of rack mount items (shipped numbers up per TIA606 specifications; can be set to number down by flipping the rails)
- Rack is UL listed for 2,500 lbs. load rating
- Rear rail construction provides a clear ventilation path for side ventilated switches
- Multiple mounting holes in top flanges for securing ladder rack
- Weld nut construction eliminates the need for a second wrench increasing speed and ease of assembly
- Multiple mounting locations for vertical power strips on any of the four posts or on the adjustable mounting rails
- PatchRunner ™and NetRunner ™ Vertical Cable Managers mount directly to the 4 post rack at any of the four corners to provide a flexible end-to-end cable management solution
- Paint piercing washers included

b. See Appendix D for 4 post racks part numbers.

4. Rack-mounted Cable Management – Vertical Managers

a. Vertical cable managers shall be NetRunner™ Vertical Cable Management System in sizes 4.9" wide, 6.7" wide, or WILCO Williamson County approved equivalent.

b. Contractor will use double sided (front and back) vertical managers on 2-post racks.

c. All vertical cable managers shall have dual hinged doors.

d. Contractor shall choose vertical cable manager width according to manufacturer's fill tables to not represent more than a 35% fill at installation based on projected worst-case density when racks are fully populated.

e. Contractor shall bring to the attention of WILCO any case where the populated rack will exceed 35% upon installation for resolution from the Department of Information Technologies.

f. Vertical cable managers shall have the following features:

- Large finger openings accommodate up to 24 Category 6 cables
- Integral cable retainers on the end of each finger to help contain cables within each rack unit
- Bend radius fingers align with rack spaces to support cables as they transition to the vertical pathway
- Dual hinged covers can be opened 110° to the left or right to provide complete access to the cables inside the vertical pathway
- Snap-on cable retainers can be placed on to fingers to help retain cables in channel during installation and maintenance
- Vertical managers include hinged covers, cable retainers, mounting brackets and #12-24 screws

g. Part numbers are listed in Appendix D.

5. Rack-mounted Cable Management – Horizontal Managers

a. Contractor shall user double-sided PatchLink ™ Horizontal Cable Managers (or WILCO approved equal) in sizes 1 RU and 2 RU having the following features:

- Lightweight plastic construction provides durability and easy installation.
- Patented dual hinged cover allows cable access without removing cover.
- Rounded edges on fingers protect cables from snags and damage to cable.
- Flexible fingers allows easy installation and removal of cables.
- Increased finger spacing provides larger area for high performance Category 6 cables.
- Pass-through holes allow front to rear cabling.
- Mount to standard 19" EIA racks and cabinets.
- Covers, #12-24 and M6 mounting screws included.

b. Part numbers are listed in Appendix D

H. Cable Accessories

1. Cable Ties

a. Cable bundles on racks and in pathways shall be bundled with re-enterable hook and loop cable ties that come in continuous rolls.

b. Contractor is responsible for using plenum hook and loop ties in air-return spaces.

c. See "Appendix D" for part numbers.

2. Physical Security Devices

   a. Some portions of Williamson County networks require additional physical security devices. These take three forms:

      - Devices that block-out copper and fiber ports in patch fields and faceplates that require a special tool for removal.
      - Devices that lock-in copper patch cords and require a special tool for removal of those patch cords.
      - Devices that temporarily or permanently block USB ports on laptops and computers.

   b. Areas where such devices are required will be called out in the project documentation.

   c. See Appendix D for part numbers.

I. Communications Grounding Network

1. General

   a. Contractor is responsible for bonding to ground all newly placed equipment and installed racks or cabinets per the TIA 607-B Standard.

2. Room Busbars

   a. All Telecommunications spaces and distributor rooms shall have installed an appropriately sized wall-mount busbar with BICSI hole spacing that bonds to the building bonding backbone.

   b. See Appendix D for appropriate room telecommunications grounding busbar.

3. Rack and Equipment Grounding

   a. Contractor is responsible for properly grounding all network equipment, racks and cabinets and bonding them to the wall mounted busbars as described in the TIA 607-B standard.

   b. All newly installed racks and cabinets shall have installed a vertical busbar mounted along one equipment rail to serve as a clean, low-resistance bonding place for any equipment not equipped with a designated grounding pad.

   c. Smaller equipment without an integrated grounding pad shall be bonded to the vertical busbar through the use of a thread-forming grounding screw that is anodized green and includes serrations under the head to cut through oxidation or paint on the equipment flange.

   d. Larger equipment (chassis switches) with a designated grounding terminal shall be bonded to the vertical busbar with an EBC (equipment bonding conductor) kit built to that purpose.

   e. Contractor shall take care to clean (wire brush, scotchbrite pads) any metallic surface to be bonded down to bare metal and apply a film of anti-oxidation paste to the surfaces prior to effecting the bond.

   f. All bonding lugs on racks and busbars shall be of two-hole irreversible compression type. Mechanical lugs and single-hole lugs will not be accepted and shall be removed and replaced at Contractor's expense.

Commissioners Court - Regular Session **34.**

Meeting Date: 02/16/2016

District Attorney Apportionment Supplement Budget Amendment 2016 02-16-2016

Submitted For: Melanie Denny **Submitted By:** Tanja Pettyjohn, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the District Attorney's office from State Judiciary Apportionment funds:

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335602	Dist Atty Salary Supplement	$15,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 10:48 AM
Form Started By: Tanja Pettyjohn		Started On: 02/11/2016 09:17 AM
Final Approval Date: 02/11/2016		

Commissioners Court - Regular Session **35.**

Meeting Date: 02/16/2016

District Attorney Apportionment Supplement Budget Amendment 2016 02-16-2016

Submitted For: Melanie Denny **Submitted By:** Tanja Pettyjohn, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the District Attorney's office from State Judiciary Apportionment funds:

Background

Apportionment funds are appropriated by the State. These funds may be used for salaries, travel and expenses of assistant prosecutors, investigators and administrative staff. These funds can be used for certain day to day expenses of the office as outlined in Governmental Code Section 46.0031.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0440.001940	Apportionment Supplement	$6,152.88
	0100.0440.002010	FICA	$470.71
	0100.0440.002020	Retirement	$788.19
	0100.0440.003100	Office Supplies	$1,444.83
	0100.0440.004212	Postage	$4,943.39
	0100.0440.004232	Training	$1,200.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	02/11/2016 10:48 AM
Form Started By: Tanja Pettyjohn		Started On: 02/11/2016 09:26 AM
Final Approval Date: 02/11/2016		

Commissioners Court - Regular Session **36.**

Meeting Date: 02/16/2016

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.
e) Discuss Project Deliver

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	02/11/2016 11:24 AM
Form Started By: Charlie Crossfield		Started On: 02/11/2016 11:15 AM
Final Approval Date: 02/11/2016		

Commissioners Court - Regular Session **37.**

Meeting Date: 02/16/2016

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.

r) Discuss the acquisition of real property from the Andice Cemetery.

s) Discuss accepting the donation of a Water Quality/Detention Pond on Avery Ranch Blvd.

t) Discuss accepting donations of ROW for Busby Lane.

u) Discuss an Interlocal Agreement with the City of Georgetown in regards to SW Bypass.

v) Discuss an Interlocal Agreement with the City of Austin regarding Neenah Ave.

w) Discuss an Assignment of Wastewater Easement to the City of Cedar Park

x) Discuss an Interlocal Agreement with the City of Round Rock regarding CR 110 and University

y) Discuss an AFA Amendment #1 with State of Texas regarding RM 620

z) Discuss accepting the donation of property for Kaufman Loop

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

j) Discuss possible sale of 183 A excess right of way

k) Discuss proposed sale of real estate of Blue Springs Blvd

l) Discuss transfer of ROW on a portion of Williams Drive to the City of Georgetown
m) Discuss abandonment of CR359.
n) Discuss proposed land swap on East Old Settlers Blvd.
o) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

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	02/11/2016 11:24 AM
Form Started By: Charlie Crossfield		Started On: 02/11/2016 11:12 AM
Final Approval Date: 02/11/2016		