NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 2ND, 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 – 13)

5. Discuss, consider and take appropriate action on approving a line item transfer for JP3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-003006	Office Equipment	$300
From	0100-0453-003100	Office Supplies	$1,000
From	0100-0453-004500	Maintenance Ccntracts	$200
To	0100-0453-004141	Interpreters	$1,500

6. Discuss, consider and take appropriate action on a line item transfer for the District Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001101	DA/Part time	$4923.10
To	0100-0440-001107	DA/Temp Seasonal	$4923.10

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004210	Internet/Email Services	$4,000.00
To	0100.0560.004100	Professional Services	$4,000.00

8. Discuss, consider, and take appropriate action on budget line item transfer request for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	100.0576.004102	Residential Services	4000.00
To	100.0576.003005	Office Furniture	4000.00
From	100.0576.003007	Pharmaceuticals	1000.00
To	100.0576.003200	Medical Supplies	1000.00
From	100.0576.003900	Membership Dues	1500.00
To	100.0576.003311	Uniforms	1500.00
From	100.0576.003100	Office Supplies	2000.00
To	100.0576.003305	Clothing	2000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$700,000.00
To	0200-0210-03599	Road Construction/Maintenance	$600,000.00
To	0200-0210-03597	Roadway Rehab	$100,000.00

10. Discuss, consider and take appropriate action to accept a donation of safety equipment from Georgetown Behavioral Health Institute.

11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including, (1) 2007 White Dodge Charger, (1) 2007 Gold Ford Crown Vic., (1) 2006 White Ford F250 XCAB, (1) 2005 White Ford F250, (1) 2008 White Ford F250, (1) 2007 Gold Ford F-150, (1) 2009 Black/White Ford Crown Vic., (1) 2008 Black/White Ford Explorer, (1) 2009 Black/White Ford Crown Vic., (1) 2009 Black/White Ford Crown Vic, (1) 2009 Gray Dodge Dakota, (1) 2009 Black/White Ford Crown Vic., (1) 2010 Black/White Ford Crown Vic., (1) 2009 White Chevy 1500 XCAB, (1) 2011 Black Ford Crown Vic., (1) 2011 Black/White Ford Crown Vic., (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including, (2) Laser printers, (4) Monitors, (3) Desktops, (1) Docking Station, (8) Rolls of misc.insulation, (1) Pallet of Misc.tile, (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

13. Discuss, consider, and take appropriate action on approval of the final plat for the LR Williams Business Park Phase 1 subdivision - Pct 3.

REGULAR AGENDA

14. Hear presentation from Dan Wegmiller of Specialized Public Finance regarding the counties recent Park Bond issuance, Refunding, and the results of the Ratings for these bond issuances and other items related to the counties debt.

15. Discuss, consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials.

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

17. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1512-037, in the amount of $935.00 for the Forest North Drainage Improvements – Bayswater Zone.

18. Discuss, consider and take appropriate action on Change Order No. 1, to contract number 15IFB00115, in the amount of $612,361.37 for the underseal and overlay of Chandler Road from SH130 to FM 1660.

19. Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 14 from Flintco LLC in the amount of $54,482.00.

20. Discuss, consider and take appropriate action on a Contract for Engineering Services between Williamson County and Balcones Geotechnical PLLC relating to the Williamson County Parking Garage.

21. Discuss, consider and take appropriate action on an Interlocal Cooperation Agreement with the City of Austin for the Lakeline Blvd. Right Turn Lanes.

22. Discuss, consider and take appropriate action authorizing the County Judge to execute a PEC Easement for Arterial H (Gardens at Mayfield Ranch).

23. Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for improvements to Forest North subdivision drainage infrastructure.

24. Discuss and take appropriate action on de-obligation of unused grant funds under the AirCheck Texas (AKA DriveACleanMachine) program for fiscal years 2011, 2012 and 2013.

25. Discuss, consider and take appropriate action on a Property Damage Release releasing the City of Georgetown from any and all claims for damages caused to the Berry Springs Park Trails (1801 County Road 152, Georgetown, TX) by the Georgetown City Water Services' flushing of a fire hydrant in exchange for the payment of $7,174.56.

26. Discuss, consider and take appropriate action on authorizing the County Judge to sign a Certificate of the Judge of Williamson County, Texas with respect to the issuance by the City of Houston Higher Education Finance Corporation of its Education Revenue Bonds in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

27. Discuss, consider and take appropriate action regarding renewal of contract with the Texas Workforce Commission to support operations of the Williamson County Constable's Office, Precinct Two.

28. Discuss, consider and take appropriate action regarding Williamson County's participation in the Women in Transportation's Heart of Texas Chapter's Agency Partnership and Agency Affiliate programs.

29. Discuss and take appropriate action on the Community Development Block Grant FY16 Annual Action Plan.

30. Discuss, consider, and take appropriate action on an agreement with Time Warner for ELAN service at the Williamson County Expo Center.

31. Discuss, consider and take appropriate action regarding acceptance of table as a donation to support clinical practices of the Williamson County EMS pursuant Tex. Loc. Gov't Code § 81.032.

32. Discuss, consider and take appropriate action on approving the revised Employee Policy Manual.

33. Discuss, consider and take appropriate action on FY 2017 Benefit Plans, Rates and proposed changes.

34. Discuss, consider, and take appropriate action on the FY16/17 Budget Order.

35. Discuss 2016-2017 Budget.

36. Consider authorizing advertising and setting a date for the public hearing on the 2017 County Budget for August 30th, 2016 at 10:00 am.

37. Discuss, consider, and take appropriate action on approving contract for Janitorial Services between Eagle Maintenance Company Inc dba ServiceMaster Clean and Williamson County per Buyboard Contract 472-14.

38. Discuss, consider, and take appropriate action to approve Change Order # 1 to RFP # 15RFP115 with Purvis Systems Incorporated for the Purvis FSAS Mobile Alerting Service.

39. Discuss, consider, and take appropriate action regarding approval of interlocal agreement with National Joint Powers Alliance ("NJPA") for Williamson County's participation in co-op purchasing program.

40. Discuss, consider and take appropriate action on approving the Netlabels Support and Maintenance Subscription Addendum Agreement for a 36-month subscription option with Southwest Solutions Group, Inc.

41. Discuss, consider, and take appropriate action on authorizing Purchasing agent to advertise and receive bids for IFB 1607 103, Flex Base Materials for Williamson County Road and Bridge.

42. Discuss, consider, and take appropriate action on rejecting all Qualifications received for RFQ # 1604-073 Engineering Design Services for Replacement of Culvert Crossings authorize Purchasing Agent to advertise and receive Qualifications for RFQ # 1607-104 Engineering Design Services for Replacement of Culvert Crossings.

43. Discuss, consider, and take appropriate action on rejecting the only bid received for IFB# 1606 088, Hauling Construction Materials per the recommendation of Williamson County Road and Bridge and authorize Purchasing Agent to advertise and receive bids for IFB# 1607 105, Hauling Construction Materials for Williamson County Road and Bridge.

44. Discuss, consider and take appropriate action on approving the Landscape Architectural Services Contract for Phase II with Design Workshop, Inc., and authorizing the County Judge to sign the Agreement.

45. Discuss, consider, and take appropriate action on approving purchase of two freightliners, two dump bodies and 2 warranties per Buyboard Contract 430 13 between Williamson County Road and Bridge and Freightliners of Austin for a total purchase of $244,150.00.

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)."

46. 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
f) Project Fiji
g) Leander Medical Center
h) Leander/Reagan TIRZ

47. 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: SW Bypass
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 111
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: Inner Loop.
l) Discuss the acquisition of real property for County Facilities.
m) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
n) Discuss the acquisition of Easement interests on CR 240.
o) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
p) Discuss the acquisition of real property for Bill Pickett Trail.
q) Discuss the acquisition of real property: Arterial H
r) Discuss the acquisition of easements on the Forest North project.
s) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
t) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
u) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

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 the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
c) Discuss possible sale of 183 A excess right of way
d) Discuss proposed sale of real estate of Blue Springs Blvd
e) Discuss abandonment of CR359.
f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

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

48. 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) 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
k) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
l) 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
m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
n) Claims of Texas Association for Children and Families
o) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
p) Legislative changes to firearms laws and possession of firearms on county property
q) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.

r) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
s) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
t) Notice of claim and demand of Morgan Lee Roach.
u) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
v) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
w) Labor and employment law review of Employee Policy Manual provisions and amendments.
x) Berry Springs Park and Preserve pipeline
z) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
aa) Discuss requirements related to health benefit plan.
bb) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
cc) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
dd) Discuss damage claim from Southwest Milam Water Supply Corporation.
ee) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.

49. 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)

50. 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)

51. Discuss and take appropriate action concerning economic development.

52. Discuss and take appropriate action concerning real estate.

53. 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) 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
k) 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
l) 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
m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
n) Claims of Texas Association for Children and Families
o) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
p) 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.
q) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
r) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
s) Notice of claim and demand of Morgan Lee Roach.
t) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
u) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
v) Berry Springs Park and Preserve pipeline
w) Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
x) Discuss requirements related to health benefit plan.
y) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
z) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
aa) Discuss, consider, and take appropriate action regarding damage claim from Southwest Milam Water Supply Corporation.
bb) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.

54. 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.

55. Comments from Commissioners.

56. 1:00 Public Hearing:

Post Recommendation Public Hearings / Departmental Presentations for FY 17 Budget Requests.

_____
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: 08/02/2016

Line Item Transfer

Submitted By: Andrea Schiele, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for JP3.

Background

Insufficient balance remaining to fund the current and future interpreter invoices for the remainder of the 2015/2016 fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-003006	Office Equipment	$300
From	0100-0453-003100	Office Supplies	$1,000
From	0100-0453-004500	Maintenance Ccntracts	$200
To	0100-0453-004141	Interpreters	$1,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2016 08:24 AM
Budget Office	Ashlie Koenig	07/26/2016 10:54 AM
Form Started By: Andrea Schiele		Started On: 07/22/2016 02:21 PM
Final Approval Date: 07/26/2016		

Commissioners Court - Regular Session **6.**

Meeting Date: 08/02/2016

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 the District Attorney's office.

Background

We budgeted funds in line item 1101 (part time) but hired a retiree for this position. We later found out only 1107 (temp seasonal) funds may be used to pay retirees. This transfer will move the funding so our employee may be able to continue working throug the end of this current fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0440-001101	DA/Part time	$4923.10
To	0100-0440-001107	DA/Temp Seasonal	$4923.10

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/27/2016 04:31 PM
Form Started By: Ashlie Koenig		Started On: 07/27/2016 01:50 PM
Final Approval Date: 07/27/2016		

Commissioners Court - Regular Session **7.**

Meeting Date: 08/02/2016

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

The requested transfer will provide the required funding for transcriptions of Internal Affairs investigations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004210	Internet/Email Services	$4,000.00
To	0100.0560.004100	Professional Services	$4,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Budget Office	Ashlie Koenig	07/28/2016 12:13 PM
Form Started By: Peggy Braun		Started On: 07/26/2016 03:05 PM
Final Approval Date: 07/28/2016		

Commissioners Court - Regular Session **8.**

Meeting Date: 08/02/2016

Budget Line Item Transfers

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Juvenile Services is requesting a budget line item transfer based on current YTD expenditures and anticipated expenditures for the remainder of FY '16.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	100.0576.004102	Residential Services	4000.00
To	100.0576.003005	Office Furniture	4000.00
From	100.0576.003007	Pharmaceuticals	1000.00
To	100.0576.003200	Medical Supplies	1000.00
From	100.0576.003900	Membership Dues	1500.00
To	100.0576.003311	Uniforms	1500.00
From	100.0576.003100	Office Supplies	2000.00
To	100.0576.003305	Clothing	2000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:30 AM
Budget Office	Ashlie Koenig	07/28/2016 12:13 PM
Form Started By: Denise Carlson		Started On: 07/28/2016 11:03 AM
Final Approval Date: 07/28/2016		

Commissioners Court - Regular Session **9.**

Meeting Date: 08/02/2016

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

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to process Change Order #1 to 15IFB00115, for the underseal and overlay of Chandler Road from SH130 to FM 1660.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$700,000.00
To	0200-0210-03599	Road Construction/Maintenance	$600,000.00
To	0200-0210-03597	Roadway Rehab	$100,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:30 AM
Budget Office	Ashlie Koenig	07/28/2016 12:14 PM
Form Started By: Daribel Texidor		Started On: 07/28/2016 11:07 AM
Final Approval Date: 07/28/2016		

Commissioners Court - Regular Session **10.**

Meeting Date: 08/02/2016

Donation to County Jail

Submitted By: Deborah Wolf, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to accept a donation of safety equipment from Georgetown Behavioral Health Institute.

Background

Georgetown Behavioral Health Institute has generously offered to donate six (6) safety chairs to the Williamson County Jail. A safety chair restricts movement so an inmate will not harm himself or others.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/13/2016 03:40 PM
Sheriff (Originator)	Deborah Wolf	07/28/2016 11:27 AM
Form Started By: Deborah Wolf		Started On: 07/13/2016 10:12 AM
Final Approval Date: 07/28/2016		

Commissioners Court - Regular Session **11.**

Meeting Date: 08/02/2016

Asset Transfer

Submitted For: Max Bricka **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including, (1) 2007 White Dodge Charger, (1) 2007 Gold Ford Crown Vic., (1) 2006 White Ford F250 XCAB, (1) 2005 White Ford F250, (1) 2008 White Ford F250, (1) 2007 Gold Ford F-150, (1) 2009 Black/White Ford Crown Vic., (1) 2008 Black/White Ford Explorer, (1) 2009 Black/White Ford Crown Vic., (1) 2009 Black/White Ford Crown Vic, (1) 2009 Gray Dodge Dakota, (1) 2009 Black/White Ford Crown Vic., (1) 2010 Black/White Ford Crown Vic., (1) 2009 White Chevy 1500 XCAB, (1) 2011 Black Ford Crown Vic., (1) 2011 Black/White Ford Crown Vic., (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2016 08:23 AM
Form Started By: Jayme Jasso		Started On: 07/25/2016 09:20 AM
Final Approval Date: 07/26/2016		

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1FTNF20595ED37076	210	UB0561
Vehicle Identification Number	Department	Door Number

1137039	2005	FORD	F250	WHITE
License Plate Number	Year	Make	Model	Color

RECEIVED
JUL 18 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2) Reason for Status Change:

☐ Accident

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

☐ High Mileage: List actual mileage 125041

☒ Not mechanically sound TIMING CHAIN FAILURE

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name TERRON EVERTSON Signature Terron Everton Date 6/20/16

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

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

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

Print Name J R Rodgers Signature J R Rodgers Date 6-20-16

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

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

HR Release Authorization:

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1FTSX21556ED10246	560	SB0619
Vehicle Identification Number	Department	Door Number

1156651	2006	FORD	F250 XCAB	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

RECEIVED
JUL 18 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☐ Accident

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

☒ High Mileage: List actual mileage 149,961

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature [signature] Date 5-24-16

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

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

- (X) SALE at the earliest auction
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) Other
- ( ) TRANSFER between county departments

Print Name R Rodgers Signature [signature] Date 5-26-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FAFP71W47X105532	560	SA0702
Vehicle Identification Number	Department	Door Number

HFK8245	2007	FORD	CROWN VIC	GOLD
License Plate Number	Year	Make	Model	Color

RECEIVED
JUL 18 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2) Reason for Status Change:

☐ Accident

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

☒ High Mileage: List actual mileage 101,767

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L C Marshall Date 5-24-16

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

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

- ☒ SALE at the earliest auction
- ☐ SALVAGE for parts
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ Other
- ☐ TRANSFER between county departments

Print Name R Rodgers Signature R Rodgers Date 5-26-16

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

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

HR Release Authorization:

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2B3KA43R27H714419	475 - County Atty	AA0772
Vehicle Identification Number	Department	Door Number

cvg9684	2007	DODGE	CHARGER	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

RECEIVED
JUL 18 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☐ Accident

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

☒ High Mileage: List actual mileage 106917

☐ Not mechanically sound

☒ Other: Explain UNIT HAS REACHED ITS OPERATIONAL LIFE

3) Elected Official/Department Head/Authorized Staff

Print Name Dee Hobbs Signature [signature] Date 6/27/16

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

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

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

per Randy Rodgers email, To be sold

Print Name R Rodgers Signature [signature] Date 7/6/16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1FTRX12W07NA37928	560	SB0705
Vehicle Identification Number	Department	Door Number

CSG0240	2007	FORD	F-150	GOLD
License Plate Number	Year	Make	Model	Color

RECEIVED
JUL 18 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2) Reason for Status Change:

☐ Accident

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

☒ High Mileage: List actual mileage 152,136

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L C Marshall Date 6-10-16

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

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

- (X) SALE at the earliest auction
- ( ) TRANSFER between county departments
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) Other

Print Name R Rodgers Signature [signature] Date 6-10-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1FTNF20588EA55032	210	UB0811
Vehicle Identification Number	Department	Door Number

1183350	2008	FORD	F250	WHITE
License Plate Number	Year	Make	Model	Color

RECEIVED

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report — JUL 18 2016

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☐ High Mileage: List actual mileage 124094

☐ Not mechanically sound

☒ Other: Explain HAS REACHED OPERATIONAL LIFE EXPECTANCY

3) Elected Official/Department Head/Authorized Staff

Print Name Terron Evertson Signature Terron Evertson Date 6/20/16

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

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

- ☒ SALE at the earliest auction
- ☐ TRANSFER between county departments
- ☐ SALVAGE for parts
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ Other

Print Name R Rodgers Signature [signature] Date 6-20-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1FMEU63E58UA90752	560	SB0826
Vehicle Identification Number	Department	Door Number

1218165	2008	FORD	EXPLORER	BLK/WHT
License Plate Number	Year	Make	Model	Color

RECEIVED
JUL 18 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

2) Reason for Status Change:

☐ Accident

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

☐ High Mileage: List actual mileage 89,499

☒ Not mechanically sound Needs new engine - repair cost is $5715.00

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L C Marshall Date 5-20-16

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

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

- (X) SALE at the earliest auction
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) TRANSFER between county departments
- ( ) Other

Print Name R Rodgers Signature [signature] Date 5-26-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FAHP71V29X129105	560	SA0908
Vehicle Identification Number	Department	Door Number

~~1076783~~ 1309504	2009	FORD	CROWN VIC	BLK/WHT
License Plate Number	Year	Make	Model	Color

RECEIVED

2) Reason for Status Change:

☐ Accident

JUL 18 2016

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

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 117,452

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature LC Marshall Date 6-10-16

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

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

- ☒ SALE at the earliest auction
- ☐ SALVAGE for parts
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ Other
- ☐ TRANSFER between county departments

Print Name R Rodgers Signature [signature] Date 6-13-16

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

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

HR Release Authorization [signature]

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

Transfer has been reviewed and approved.

Signature

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FAHP71V89X129111	560	SA0917
Vehicle Identification Number	Department	Door Number

1286061	2009	FORD	CROWN VIC	BLK/WHT
License Plate Number	Year	Make	Model	Color

RECEIVED

2) Reason for Status Change:

☐ Accident

JUL 18 2016

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

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 121,398

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L C Marshall Date 6-10-16

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

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

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

Print Name [illegible] Signature [illegible] Date [illegible]

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

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

HR Release Authorization: [illegible]

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

Transfer has been reviewed and approved.

Signature: [illegible]

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FAHP71V39X129114	560	SA0914
Vehicle Identification Number	Department	Door Number

1076793	2009	FORD	CROWN VIC	BLK/WHT
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

RECEIVED

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report — JUL 18 2016

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 137,064

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature [signature] Date 6-10-16

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

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

- SALE at the earliest auction
- TRANSFER between county departments
- SALVAGE for parts
- TRADE-IN for new assets of same general type for the county
- SALE to a government entity / civil or charitable organization in the county at fair market value
- Other

Print Name [illegible] Signature [signature] Date 6-[illegible]-16

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

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

HR Release Authorization [signature]

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

Transfer has been reviewed and approved.

Signature

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FAHP71V99X129117	560	SA0919
Vehicle Identification Number	Department	Door Number

1286031	2009	FORD	CROWN VIC	BLK/WHT
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

JUL 18 2016

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

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 126,057

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature [signature] Date 7-1-16

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

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

- (X) SALE at the earliest auction
- ( ) TRANSFER between county departments
- ( ) SALVAGE for parts
- ( ) TRADE-IN for new assets of same general type for the county
- ( ) SALE to a government entity / civil or charitable organization in the county at fair market value
- ( ) Other

Print Name R Rodgers Signature [signature] Date 7-7-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1D7HE38K29S749062	560	SB0926
Vehicle Identification Number	Department	Door Number

HCV5831	2009	DODGE	DAKOTA	GRAY
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

JUL 18 2016

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

WILLIAMSON COUNTY, TEXAS

☐ High Mileage: List actual mileage 99,747

☐ Not mechanically sound

☒ Other: Explain Approved on 06/07/16 Commissioners Court agenda - replacing vehicle with a pursuit rated vehicle

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature [signature] Date 6-10-16

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

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

- [X] SALE at the earliest auction
- [ ] TRANSFER between county departments
- [ ] SALVAGE for parts
- [ ] TRADE IN for new assets of same general type for the county
- [ ] SALE to a government entity / civil or charitable organization in the county at fair market value
- [ ] Other

Print Name [illegible] Signature [signature] Date 6-13-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved.

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1GCEC19059Z295594	210	UB0945
Vehicle Identification Number	Department	Door Number

1090304	2009	CHEVROLET	1500 XCAB	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

RECEIVED

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report — JUL 18 2016

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS

☐ High Mileage: List actual mileage 135588

☐ Not mechanically sound

☒ Other: Explain HAS REACHED OPERATIONAL LIFE EXPECTANCY

3) Elected Official/Department Head/Authorized Staff

Print Name Terron Evertson Signature Terron Evertson Date 6/20/16

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

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

- ☒ SALE at the earliest auction
- ☐ SALVAGE for parts
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ TRANSFER between county departments
- ☐ Other

Print Name R. Rodgers Signature [signature] Date 6-20-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FABP7BV9AX124332	560	SA1014
Vehicle Identification Number	Department	Door Number

1104081	2010	FORD	CROWN VIC	BLK/WHT
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

RECEIVED

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report JUL 18 2016

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 136,751

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature LC Marshall Date 7-1-16

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

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

- ☒ SALE at the earliest auction
- ☐ SALVAGE for parts
- ☐ TRADE-IN for new assets of same general type for the county
- ☐ SALE to a government entity / civil or charitable organization in the county at fair market value
- ☐ TRANSFER between county departments
- ☐ Other

Print Name R Rodgers Signature R Rodgers Date 7-7-16

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

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

HR Release Authorization: R Rodgers

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

Transfer has been reviewed and approved:

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FABP7BV4BX137667	560	SA1119
Vehicle Identification Number	Department	Door Number

1110314	2011	FORD	CROWN VIC	BLK/WHT
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

RECEIVED
JUL 18 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☐ Accident

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

☒ High Mileage: List actual mileage 132,854

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L C Marshall Date 6-10-16

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

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

- X SALE at the earliest auction
- ○ SALVAGE for parts
- ○ TRADE-IN for new assets of same general type for the county
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value
- ○ TRANSFER between county departments
- ○ Other:

Print Name R Pedraza Signature [signature] Date 6-13-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved.

Signature:

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

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

2FABP7BV6BX182481	560	SA1162
Vehicle Identification Number	Department	Door Number

1131029	2011	FORD	CROWN VIC	BLK
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

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

RECEIVED
JUL 18 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

☒ High Mileage: List actual mileage 109,512

☒ Not mechanically sound needs new transmission

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L C Marshall Date 7-7-16

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

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

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

Print Name R Rodgers Signature R Rodgers Date 7-7-16

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

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

HR Release Authorization: Kristi Rempe

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

Transfer has been reviewed and approved:

Signature:

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

Commissioners Court - Regular Session **12.**

Meeting Date: 08/02/2016

Asset Transfer

Submitted For: Max Bricka **Submitted By:** Jayme Jasso, 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, (2) Laser printers, (4) Monitors, (3) Desktops, (1) Docking Station, (8) Rolls of misc.insulation, (1) Pallet of Misc.tile, (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2016 08:23 AM
Form Started By: Jayme Jasso		Started On: 07/25/2016 09:55 AM
Final Approval Date: 07/26/2016		

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)
1	Dell 5460dn Laser Printer	8J3GSS1		
1	HP Laser Printer 4250/4350	CNRXL90556	1000490	
1	Dell Monitor	CN-OTJKG1-74261-2AF-05VU		
1	Dell Optiplex 740	C1XY1G1		
1	Dell Docking Station	CN-OUC795-42940-8Bh-1-00TN		

Parties involved:

FROM (Transferor Department): JP 4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
Print Name

Jessica Schmidt
Signature

Date

Contact Person:

Jessica Schmidt
Print Name

512352-415
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
JUL 19 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

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor	22794F5EVL59		
1	PowerEdge 2850	C02417 Svc Tag FWQTR61		
1	Dell Monitor	CN-OR1446-17972-4BH-2M09		
1	Dell Monitor	CN-ORY979-74261-812-3EGS		
1	Dell Dimension	01G83	C01529	

Parties involved:

FROM (Transferor Department): JP4

Transferor - Elected Official/Department Head/ Authorized Staff:

Jessica Schmidt
Print Name

Jessica Schmidt
Signature

Date

Contact Person:

Jessica Schmidt
Print Name

+1 (512) 352-4159
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

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WILLIAMSON COUNTY, TEXAS

Print Name

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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)
8	Rolls of misc. insulation			Working

Parties involved:

FROM (Transferor Department): Facilities

Transferor - Elected Official/Department Head/ Authorized Staff:

TODD IMBODEN
Print Name

Todd Imboden July 18, 2016
Signature Date

Contact Person:

TODD IMBODEN
Print Name

+1 (512) 943-1610
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: [illegible]

Print Name

JUL 19 2016

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	PALLET OF MISC TILE			Working

Parties involved:

FROM (Transferor Department): FACILITIES

Transferor - Elected Official/Department Head/ Authorized Staff:

TODD IMBODEN
Print Name

Todd Imboden
Signature

July 18, 2016
Date

Contact Person:

TODD IMBODEN
Print Name

+1 (512) 943-1610
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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Signature

Date

Contact Person:

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JUL 19 2016
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WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **13.**

Meeting Date: 08/02/2016

Discuss consider and take appropriate action on approval of the final plat for the LR Williams Business Park Phase 1 subdivision - Pct 3

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 final plat for the LR Williams Business Park Phase 1 subdivision - Pct 3.

Background

This is the next section of the LR Williams Business Park development. It consists of 3 commercial lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LR Williams Business Park Phase 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Form Started By: Katheryn Cromwell		Started On: 07/28/2016 09:07 AM
Final Approval Date: 07/28/2016		

FINAL PLAT
L.R. WILLIAMS BUSINESS PARK, PHASE I

BEING A 6.050 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 6.050 ACRE TRACT BEING ALL OF THAT CALLED 24.292 ACRE "TRACT 3" RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

FIELD NOTES FOR A 6.050 ACRE TRACT OF LAND:
BEING A 6.050 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 6.050 ACRE TRACT BEING ALL OF THAT CALLED 24.292 ACRE "TRACT 3" RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 6.050 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD LOCATED IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 145, SAID POINT BEING THE NORTHWEST CORNER OF SAID 24.292 ACRE TRACT AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

1. **THENCE,** WITH THE NORTH LINE OF SAID 24.292 ACRE TRACT, **N 68°02'27" E** A DISTANCE OF **439.00'** TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING THE NORTH LINE AND CROSSING SAID 24.292 ACRE TRACT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

2. **S 21°57'33" E** A DISTANCE OF **199.99'** TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR A SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

3. **S 68°02'27" W** A DISTANCE OF **405.40'** TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

4. WITH SAID CURVE THE RIGHT CONTAINING A RADIUS OF 35.00', AN INTERIOR ANGLE OF 90°29'08", A CURVE LENGTH OF 55.27', A CHORD BEARING OF N 66°42'59" W AND A CHORD DISTANCE OF 49.71' TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 145, THE WEST LINE OF SAID 24.292 ACRE TRACT, SAID POINT BEING A WEST CORNER OF THE HEREIN DESCRIBED TRACT;

5. **THENCE,** WITH THE WEST LINE OF SAID 24.292 ACRE TRACT, THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 145, **S 21°28'26" E** A DISTANCE OF **130.00'** TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR A POINT OF CURVATURE FOR A NON-TANGENT CURVE TO THE RIGHT;

THENCE, DEPARTING THE WEST LINE AND CROSSING SAID 24.292 ACRE TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

6. WITH SAID CURVE THE RIGHT CONTAINING A RADIUS OF 35.00', AN INTERIOR ANGLE OF 89°30'52", A CURVE LENGTH OF 54.68', A CHORD BEARING OF N 23°17'01" E AND A CHORD DISTANCE OF 49.29' TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR A POINT OF TANGENCY;

7. **N 68°02'27" E** A DISTANCE OF **403.50'** TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR A NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

8. **S 21°57'33" E** A DISTANCE OF **204.20'** TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

9. **S 68°31'34" W** A DISTANCE OF **30.73'** TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

10. **S 21°28'26" E** A DISTANCE OF **211.53'** TO A 1/2" IRON ROD SET WITH BLUE "QUICK INC RPLS 6447" PLASTIC CAP FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT BEING IN THE SOUTH LINE OF SAID 24.292 ACRE TRACT;

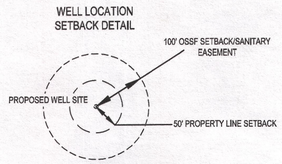
11. **THENCE, S 68°02'26" W** A DISTANCE OF **409.21'** TO A 1/2" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 145, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 24.292 ACRE TRACT AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

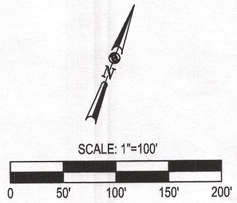
12. **THENCE,** WITH THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 145, THE WEST LINE OF SAID 24.292 ACRE TRACT **N 21°28'26" W** A DISTANCE OF **675.48'** TO THE **POINT OF BEGINNING** AND CONTAINING 6.050 ACRES OF LAND.

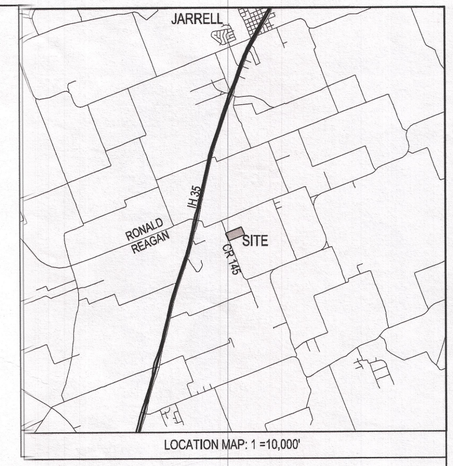
NOTES:
1) FIELD WORK PERFORMED ON SEPTEMBER 2015
2) BASIS OF BEARING: NAD 83, TEXAS CENTRAL ZONE, STATE PLANED
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE X, WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN, THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM. IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

WELL LOCATION SETBACK DETAIL



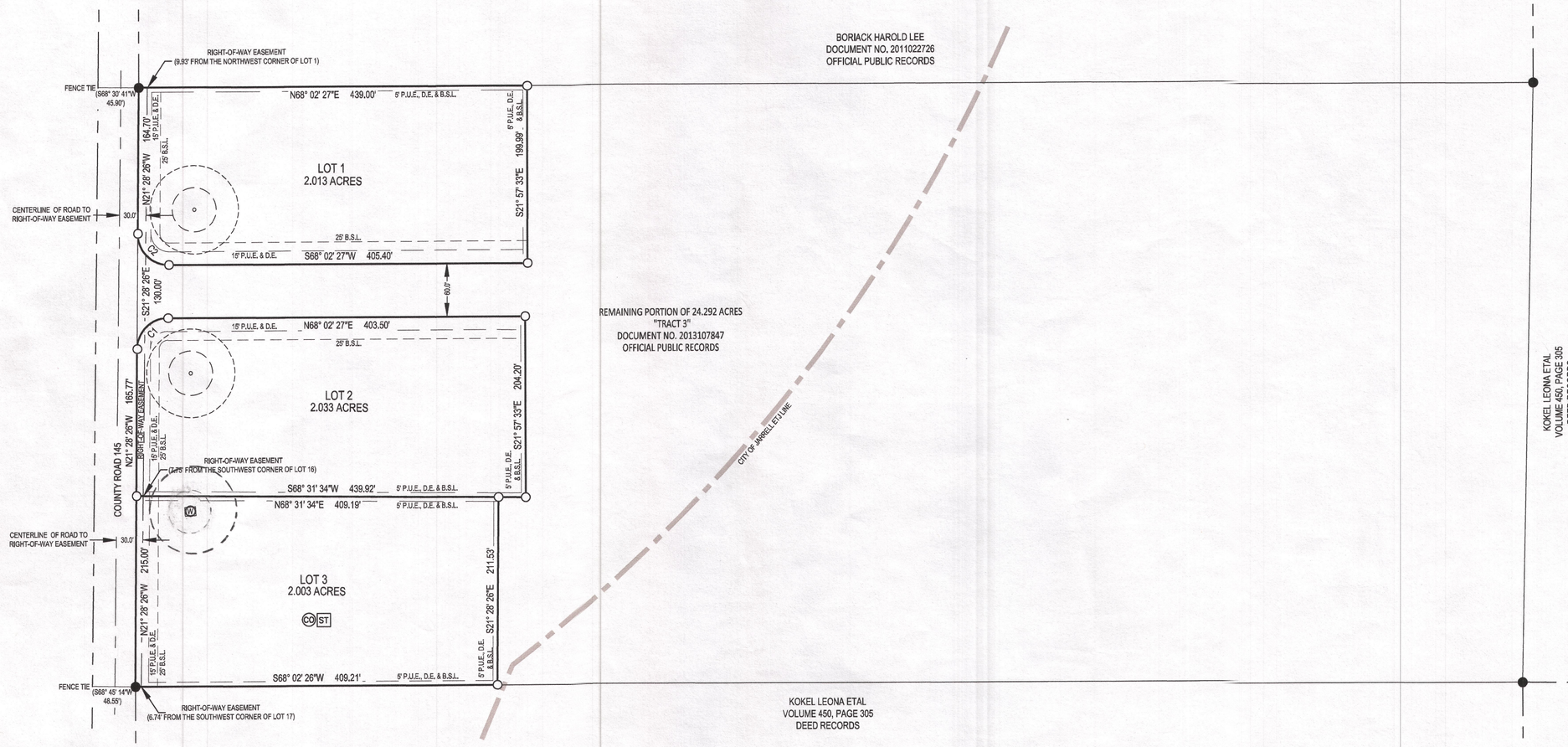




LOCATION MAP: 1 =10,000'

LEGEND

W	WELL
ST	SEPTIC TANK
CO	SANITARY SEWER CLEANOUT
	PHASE LINE
B.S.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	35.00'	54.68'	89°30'52"	N23° 17' 01"E	49.29'
C2	35.00'	55.27'	90°29'08"	S66° 42' 59"E	49.71'

Driveway Culvert Table				
LOT NUMBER	CULVERT DIA (IN)	CULVERT LENGTH (FT)	INVERT UP (ft)	INVERT DOWN (FT)
1	18	22	870.30	869.75
2	18	22	879.95	879.40
3	18	22	883.20	882.30

NOTES:
1. CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN EXISITNG BARDITCH FLOW LINE AND PROVIDE A MINIMUM LENGTH OF 22 FEET PER WILLIAMSON COUNTY REQUIREMENTS.
2. EXACT DRIVEWAY LOCATION MAY AFFECT FINAL CULVERT INSTALATION.

ENGINEER
MATKIN HOOVER ENGINEERING
8 SPENCER ROAD, SUITE 100
GEORGETOWN, TEXAS, 78006
830-249-0600

OWNER/AGENT
SISSY WILLIAMS
LR WILLIAMS BUSINESS PARK LLC
P.O. BOX 872
THORNDALE, TEXAS, 76577
512-786-2570

QUICK INC. LAND SURVEYING
FIRM NUMBER: 10194104
OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX, 78628 PHONE: 512-915-4950
MAILING ADDRESS: 4500 WILLIAMS DR, SUITE 212, BOX 228, GEORGETOWN, TX 78633

REVISION DATE: JULY 08, 2016

JOB NO. 15-2123

SHEET 1 OF 2

FINAL PLAT FOR ESTABLISHING L.R. WILLIAMS BUSINESS PARK, PHASE I

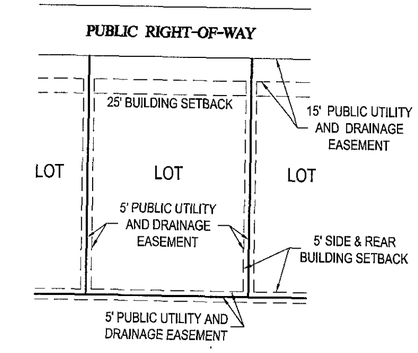
BEING A 6.050 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 6.050 ACRE TRACT BEING ALL OF THAT CALLED 24.292 ACRE "TRACT 3" RECORDED IN DOCUMENT NO. 2013107847; OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

NOTES:

1. ACREAGE OF SUBDIVISION = 6.050 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 2.02 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE US FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0275E SEPTEMBER 26, 2008 (REVISED 1/11/2010) FOR WILLIAMSON COUNTY, TEXAS. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. WATER SERVICE FOR LOTS 1, 2 AND 3 WILL BE PROVIDED BY INDIVIDUAL WELL.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. A FIFTEEN (15) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOMESITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
13. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
14. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
15. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
17. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
18. NO PORTION OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.
19. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED
20. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
21. ROAD WIDENING EASEMENTS:

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

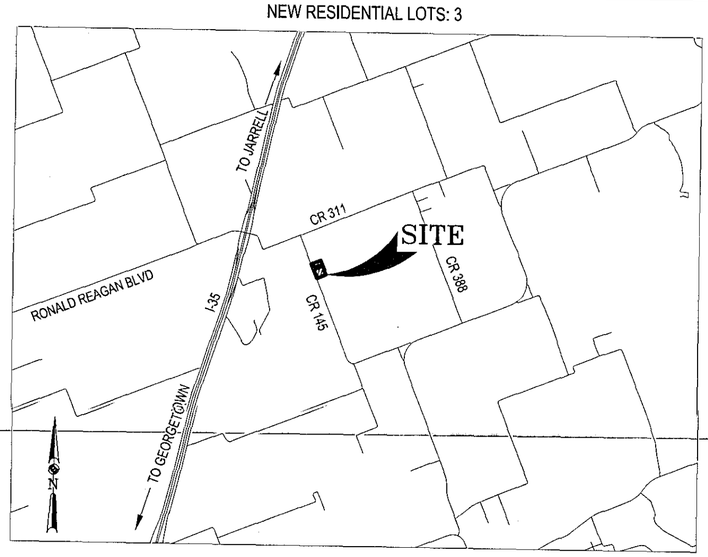
THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

NEW RESIDENTIAL LOTS: 3



VICINITY MAP

NOT TO SCALE

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

STATE OF TEXAL REGISTERED TRAVIS L. QUICKSALL 6447 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. NO PART OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.

STATE OF TEXAS GARRETT D. KELLER 111511 LICENSED PROFESSIONAL ENGINEER

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

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

I, SISSY WILLIAMS, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013107847 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 HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS LR WILLIAMS BUSINESS PARK .

MS. SISSY WILLIAMS
P.O. BOX 91
THORNDALE, TX 76577

Marita R. Williams
OWNER

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED Marita R Williams KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS 22 DAY OF July ,2016.

BOBBI KLOPF
Notary Public
STATE OF TEXAS
My Comm. Exp. July 30, 2017

NOTARY PUBLIC
STATE OF TEXAS

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

Deborah L. Marlow, R.S
DEBORAH L. MARLOW, RS, OS0029596
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

07/22/2016
DATE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21 DAY OF July , 2016 A.D.

Cindy Brister
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(KNOW ALL MEN BY THESE PRESENTS:

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

DATED THIS _____ DAY OF _____, 2016.

BY:

_____
DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

_____
DATE

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(KNOW ALL MEN BY THESE PRESENTS:

I, _____, COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D.,2016, AT _____O'CLOCK, ___M AND DULY RECORDED THIS DAY OF _____, 2016 , AD, AT _____ O'CLOCK ___M, IN THE PLAT RECORDS OF SAID COUNTY, DOCUMENT NUMBER _____.

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

_____
NANCY RISTER, CLERK COUNTY COURT OF
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

OWNER/DEVELOPER:
MS. SISSY WILLIAMS
LR WILLIAMS BUSINESS PARK, LLC
P.O. BOX 91
THORNDALE, TEXAS 76577
(512) 786-2570

SURVEYOR:
QUICK INC.
C/O TRAVIS QUICKSALL, R.P.L.S.
3305 SHELL ROAD
GEORGETOWN, TEXAS 78628
OFF: (512) 915-4950
TQUICKSALL@QUICK-INC.NET

AGENT/ENGINEER:
MATKIN HOOVER
C/O GARRETT D. KELLER, P.E.
3305 SHELL ROAD, SUITE 100
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: JULY 2016

JOB NO. 2754.00

SHEET 2 OF 2

Commissioners Court - Regular Session **14.**

Meeting Date: 08/02/2016

Presentation regarding 2016 Park Bonds and Refunding

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation from Dan Wegmiller of Specialized Public Finance regarding the counties recent Park Bond issuance, Refunding, and the results of the Ratings for these bond issuances and other items related to the counties debt.

Background

Dan Wegimiller of Specialized Public Finance, financial advisor, will present the results of the county selling the balance of the Park Bonds authorized in 2013. The results of a recent refunding and the ratings with S&P and Fitch that were a part of these bond issuances.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Refunding History

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/27/2016 04:31 PM
Form Started By: Julie Kiley		Started On: 07/27/2016 02:10 PM
Final Approval Date: 07/27/2016		

Williamson County Refinancing History

	Refunding Bonds		*Details of Bonds Refinanced*		Total
	Issue	Delivered	Issue(s)		Savings
1	L/T Refunding Bonds, Series 2016	8/16/2016	Portions of 2009 Pass-Through, 2009 L/T, 2010 Pass-Through and 2010 U/T Road	$	5,681,259
2	L/T Refunding Bonds, Series 2015A	11/19/2015	Portions of 2006 U/T Ref and 2006A L/T Ref		3,353,404
3	L/T Refunding Bonds, Series 2015	4/23/2015	Portions of 2006 C/O, 2006 U/T Road, 2007 U/T Road, 2007A L/T Bds, 2009 Pass-Through and 2009 L/T Bds		7,433,688
4	L/T Refunding Bonds, Taxable Series 2015	4/23/2015	Portions of 2005 U/T Refunding		1,797,900
5	L/T Refunding Bonds, Series 2014 (Convertible Direct Purchase Bonds)	10/28/2014	Portions of 2006 U/T Ref and 2006A L/T Ref		7,430,164
6	L/T Refunding Bonds, Series 2013	5/8/2013	Portions of 2006 C/Os, 2006 U/T Road, 2007 U/T Road and 2007A L/T		7,600,832
7	L/T Refunding Bonds, Taxable Series 2012	12/18/2012	Portions of 2004 U/T Road & Ref and 2004 L/T Ref		4,720,783
8	L/T Refunding Bonds, Series 2012	3/21/2012	Portions of 2004 U/T Road & Ref, 2006 C/Os, 2006 U/T Road, 2006 PTF and 2007 U/T Road		13,852,773
9	L/T Refunding Bonds, Series 2011	11/30/2011	Portions of 2004 U/T Road & Ref, 2004 L/T Ref and 2006 Pass-Through		2,670,494
10	L/T Refunding Bonds, Series 2010	11/18/2010	Portions of 2001 U/T Road, 2002A L/T GO and 2006 Pass-Through		685,563
11	L/T Refunding Bonds, Series 2006A	11/18/2006	Portions of 2001A GO & Ref and 2002A GO Bonds		1,090,215
12	U/T Refunding Bonds, Series 2006	11/16/2006	Portions of 2001 U/T Road and 2002 U/T Road		5,097,526
13	U/T Refunding Bonds, Series 2005	4/5/2005	Portions of 2001 U/T Road and 2002 U/T Road		4,337,171
14	L/T Refunding Bonds, Series 2004A	4/13/2004	Portions of 2000 C/Os and 2000A C/Os		6,953,224
					$ 72,704,996

Commissioners Court - Regular Session **15.**

Meeting Date: 08/02/2016

Discuss, consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials.

Submitted By: Angela Dismukes, Ag Extension

Department: Ag Extension

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/21/2016 03:09 PM
Form Started By: Angela Dismukes		Started On: 06/21/2016 11:01 AM
Final Approval Date: 06/21/2016		

Commissioners Court - Regular Session **16.**

Meeting Date: 08/02/2016

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.	Rebecca Clemons	07/13/2016 03:39 PM
Form Started By: Lydia Linden		Started On: 07/11/2016 01:53 PM
Final Approval Date: 07/13/2016		

Commissioners Court - Regular Session **17.**

Meeting Date: 08/02/2016

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1512-037, in the amount of $935.00 for drainage.

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

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1512-037, in the amount of $935.00 for the Forest North Drainage Improvements – Bayswater Zone.

Background

This change order balances the contract quantities and increases the total contract amount by $935.00 With this change order, and payment of a final invoice, this project will be satisfactorily completed. Original contract amount was $149,180.00. This change order would result in a final contract amount of $150,115.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/27/2016 04:31 PM
URS (Originator)	Daribel Texidor	07/28/2016 07:45 AM
Form Started By: Daribel Texidor		Started On: 07/27/2016 03:23 PM
Final Approval Date: 07/28/2016		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Smith Contracting

2. Change Order Work Limits: Sta. 1+00 to Sta. 3+00

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

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

Project:	***1512-037***
Roadway:	***Forest North Drainage Improvements***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

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

7. New or revised plan sheet(s) are attached and numbered: **N/A**

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

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

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

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

THE CONTRACTOR Date 6-15-16

By Hardin Camp II VP

Typed/Printed Name HARDIN CAMP II

Typed/Printed Title VP

The following information must be provided

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

Amount added by this change order: **$935.00**

RECOMMENDED FOR EXECUTION:

Project Manager / Construction Observer — Date 6-22-16

Design Engineer — Date 6/30/16

Program Manager — Date 7/11/16

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED
PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *1512-037*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
0400-6006	CUT & RESTORING PAV	SY	$200.00	31.00	$6,200.00	0.00	31.00	$6,200.00	$0.00
0420-6074	CL C CONC (MISC)	CY	$1,300.00	6.00	$7,800.00	0.00	6.00	$7,800.00	$0.00
0432-6002	RIPRAP (CONC)(5 IN)	CY	$800.00	9.00	$7,200.00	0.00	9.00	$7,200.00	$0.00
0462-6003	CONC BOX CULV (4 FT X 2 FT)	LF	$575.00	47.00	$27,025.00	0.00	47.00	$27,025.00	$0.00
0464-6003	RC PIPE (CL III)(18 IN)	LF	$100.00	68.00	$6,800.00	44.00	112.00	$11,200.00	$4,400.00
0464-6005	RC PIPE (CL III)(24 IN)	LF	$120.00	38.00	$4,560.00	0.00	38.00	$4,560.00	$0.00
0466-6178	WINGWALL (PW - 1)(HW - 3FT)	EA	$10,000.00	1.00	$10,000.00	0.00	1.00	$10,000.00	$0.00
0467-6140	SET (TY I)(S= 4FT)(HW = 3FT)(4:1)(P)	EA	$6,000.00	3.00	$18,000.00	0.00	3.00	$18,000.00	$0.00
0467-6359	SET (TY II)(18 IN)(RCP)(4:1)(P)	EA	$1,800.00	8.00	$14,400.00	2.00	10.00	$18,000.00	$3,600.00
0467-6391	SET (TY II)(24 IN)(RCP)(4:1)(P)	EA	$2,000.00	2.00	$4,000.00	0.00	2.00	$4,000.00	$0.00
0496-6016	REMOVE STR (PIPE)	EA	$2,700.00	1.00	$2,700.00	0.00	1.00	$2,700.00	$0.00
0500-6001	MOBILIZATION	LS	$13,000.00	1.00	$13,000.00	0.00	1.00	$13,000.00	$0.00
0502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	$5,000.00	1.50	$7,500.00	0.00	1.50	$7,500.00	$0.00
0530-6004	DRIVEWAYS (CONC)	SY	$90.00	93.00	$8,370.00	24.00	117.00	$10,530.00	$2,160.00
0531-6002	CONC SIDEWALKS (5")	SY	$100.00	9.00	$900.00	0.00	9.00	$900.00	$0.00
0560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	$700.00	1.00	$700.00	0.00	1.00	$700.00	$0.00
0644-6075	RELOCATE SM RD SN SUP & AM (SIGN ONLY)	EA	$800.00	1.00	$800.00	0.00	1.00	$800.00	$0.00
0752-6007	TREE REMOVAL (18" - 24" DIA)	EA	$525.00	1.00	$525.00	(1.00)	0.00	$0.00	($525.00)
1004-6002	TREE PROTECTION	AC	$9,000.00	0.10	$900.00	(0.10)	0.00	$0.00	($900.00)
COA 7015	FENCING (WOOD)	LF	$40.00	195.00	$7,800.00	(195.00)	0.00	$0.00	($7,800.00)
	TOTALS				$149,180.00			$150,115.00	$935.00

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **18.**

Meeting Date: 08/02/2016

Discuss consider and take appropriate action on a Change Order No 1 to contract number 15IFB00115 for the underseal and overlay of Chandler Road

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

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number 15IFB00115, in the amount of $612,361.37 for the underseal and overlay of Chandler Road from SH130 to FM 1660.

Background

This change order is necessary to increase quantities associated with repairing failed pavement sections on Chandler Road. Original contract amount was $2,553,555.24, this change order would increase the total contract amount by $612,361.37, with the result of a total contract amount of $3,165,916.61.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order 1 Chandler Road

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Form Started By: Daribel Texidor		Started On: 07/28/2016 10:55 AM
Final Approval Date: 07/28/2016		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Ramming Paving Company**

2. Change Order Work Limits: Sta. **2+00** to Sta. **176+00**

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

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

Project:	***151FB115***
Roadway:	***Chandler Road***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **354, 3268**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

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

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

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

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

THE CONTRACTOR Date 6/9/16

By _____

Typed/Printed Name Jon Wickes

Typed/Printed Title Project Manager

The following information must be provided

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

Amount added by this change order: **$612,361.37**

RECOMMENDED FOR EXECUTION:

_____ 6/24/16
Project Manager / Construction Observer — Date

_____ 6/24/16
Design Engineer — Date

_____ 6/27/16
Program Manager — Date

Design Engineer's Seal:



County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge — Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *151FB115*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
354	PLAN ASPH CONC PAV (8" TO 10")	SY	$15.50	17,197.00	$266,553.50	9,362.98	26,559.98	$411,679.69	$145,126.19
3268	D - GR HMA TY - B PG64-22	TON	$82.00	9,458.00	$775,556.00	5,697.99	15,155.99	$1,242,791.18	$467,235.18
TOTALS					$1,042,109.50			$1,654,470.87	$612,361.37

GW

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **19.**

Meeting Date: 08/02/2016

Williamson County Expo Center P418 - Change Order 14

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 14 from Flintco LLC in the amount of $54,482.00.

Background

This change order is for the acceptance of various additional scopes of work that were not detailed in the original plans but are necessary to complete the original design intent. These items were clarified through the RFI's, ASI's and ESI's which are included in the attached back-up documents. All items are within the project budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Center Change Order 14

Expo Center Budget Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:30 AM
Form Started By: Gina Wrehsnig		Started On: 07/28/2016 11:12 AM
Final Approval Date: 07/28/2016		

Change Order Request

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Flintco, LLC
Project # 15035

Change Order Request: 014 **Date: 7/28/2016**

To:	Dale Butler Williamson County Texas 3101 SE Inner Loop Georgetownn, TX 78626	**From:**	David Freisner Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249

Description	Category	Status
Additional Scopes Via ASI ESI and RFI		New

Reference	Required By	Days Req	Amt Req
	8/4/2016	2	$0.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
043	7/18/2016		$0.00	0	Contingency	Change Condition

Wilco Expo Lighting Controls

Item No	Item Description	Amt Prop	Reference
001	Airco Credit for Ligting Controls Panels	$(11,950.00)	
002	Big State Electric Add for Manual Lighting Controls	$10,601.00	
003	Funding Net Credit to Buyout Savings	$1,349.00	

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
044	7/28/2016		$0.00	2	Remaining Budget	Change Condition

Additional Scopes Via ASI ESI and RFI

This Change accounts for additional scopes added via RFIs, ESIs and ASIs. This also approves two additional rain days for the project.

Item No	Item Description	Amt Prop	Reference
001	Takeform Additional Signage Revisions per Submittal Revisions	$1,023.00	
002	Big State Additional Outlets for Powered Faucets not Shown on Documents	$1,428.00	
003	Keystone COR 19 Added Structural Concrete per ESI 007	$2,627.00	
004	Keystone COR 20 Added Site Concrete Paving Per Owner's Request	$8,066.00	
005	Keystone COR 21 Added Topping Slabs at North Existing Arena	$12,484.00	
006	Baker Drywall Credit for Ceiling tile Switch from Ultima 1901 to 1911	$(1,050.00)	
007	Capstone Plumbing Add for Sleeving Gas Line as requested by County	$1,053.00	
008	Capstone Plumbing Add for 4 Custom Downspouts	$1,465.00	
009	GQ Tile Credit based on ASI 009 Tile Changes	$(923.00)	

010	Baker Drywall Adds Fur Out Around Relocated X Brace	$4,121.00
011	Construction Rent A Fence Revisions per Fire Marshall Requirements	$9,799.00
012	Baker Drywall Add for Blocking at Signage Per ASK-014	$4,909.00
013	Chamberlain Add for Roofing Changes in ASI 010	$9,480.00
014	Funding from Contractor Contengency	$(5,549.00)
015	Funding From Buyout Contengency	$(48,933.00)

Flintco, LLC
CONTRACTOR
8100 Cross Park Dr.
Austin, TX 78754-5249
Address
By David Freisner
SIGNATURE
DATE 7/28/2016

Williamson County Texas
OWNER
3101 SE Inner Loop
Georgetownn, TX 78626
Address
By
SIGNATURE
DATE

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 043 **7/18/2016** **Wilco Expo Lighting Controls** **Pending**

Category	Reason	Reference	COR Number	PCCO Number
Contingency	Change Condition			

Notes **Revenue Code**

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - AIRME - 000.230000.S	7/25/2016		**Budget:**	Pend Rev	($11,950)	($11,950)	($11,950)	($11,950)
Airco Credit for Ligting Controls Panels			**Cost:**	Pend Commt	($11,950)	($11,950)	($11,950)	($11,950)
002 - BIGSE - 000.260000.S	7/25/2016		**Budget:**	Pend Rev	$10,601	$10,601	$10,601	$10,601
Big State Electric Add for Manual Lighting Controls			**Cost:**	Pend Commt	$10,601	$10,601	$10,601	$10,601
003 - WILCO - 000.975700.M	7/25/2016		**Budget:**	Pend Rev	$1,349	$1,349	$1,349	$1,349
Funding Net Credit to Buyout Savings			**Cost:**	Pend Commt	$1,349	$1,349	$1,349	$1,349

Williamson County Expo Center-HCE

To: Jack Greeson
Airco-Direct Energy

Date: 7-15-2016
Project Name: Williamson County Expo Center
Prepared by: Dennis Aramil

We Propose:

1. Delete all Lighting Relay Panels, the button switches, wirings and programming associated with the LRPs as shown on plans and as per original ALC Submittal.
2. Provide two exterior lighting control points on Panel HA1.
3. Provide one exterior lighting control points on Panel HA2.

Excluded from this proposal:

- Trenching for the burial of conduit and wire
- Furnishing, mounting and wiring of duct mounted smoke detectors
- Wiring 120 volts and above such as power to control panels if specified in Electrical Drawings
- Motor Starters & Variable Frequency Drives (VFD's)
- All manual shut off valves
- Thermometers & Gauges
- Installation of wells, hot taps, valves & pipe fittings required to install water flow switches
- Cutting, patching & painting and any building penetrations
- Manual volume dampers, fire dampers, fire and smoke dampers or their installation
- Demolition
- Dedicated broad band access service
- Bonds
- Sales Tax

Clarifications to this proposal:

- Except in cases of gross negligence or willful misconduct, in no event shall Subcontractor be held liable for any consequential damages.
- Retainage is estimated based upon the retainage amount shown to be withheld by the owner in the contract documents. Should we be required to accept retainage in a greater amount than the owner contract documents pricing contained herein is subject to change.
- Submittals will be issued from 4 to 6 weeks after Automated Logic has received a full set of plans, specifications and an approved set of equipment submittals
- Unless otherwise indicated, prices quoted are subject to cancellation or escalation if this proposal is not accepted within 60 days.

The services and scope of work described above can be provided for the net sum of:

Item 1 (Deduct):	($14,500.00)
Item 2 & 3 (Add):	$2,550.00
	Total: ($11,950.00)

The attached terms & conditions:

Signature
By: _____

Title: _____

Company: _____

Date: _____

TERMS AND CONDITIONS OF SALE
AUTOMATED LOGIC CONTRACTING SERVICES, INC.

1. PAYMENT AND TAXES – Payment shall be made net 30 days from date of invoice. Automated Logic reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Automated Logic determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, the Customer shall pay Automated Logic any taxes or government charges arising from this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Automated Logic with acceptable tax exemption certificates. Payment for service agreements shall be due and payable in advance of services being rendered.

2. SCOPE OF WORK/EXCLUSIONS – Repair to building construction, plastering, patching and painting are excluded. Customer agrees to provide Automated Logic with required field utilities (electricity, toilets, drinking water, receiving dock, project hoist, elevator service, etc.) without charge. Automated Logic agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge Automated Logic for any costs or expenses without Automated Logic's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by Automated Logic under this Agreement, Automated Logic's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by Automated Logic shall not operate to compel Automated Logic to perform any work relating to Hazards without Automated Logic's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our scheduled rates.

3. EXTRAS – Work and material in addition to or different from that stated herein, and changes in drawings, specifications or time of performance, shall be considered as extras, and shall entitle Automated Logic to an adjustment in the contract price and the delivery schedule.

4. EMERGENCY SERVICE WORK – If emergency service is performed at Customer's request and inspection does not reveal any defects for which Automated Logic is liable under this Agreement, Customer shall pay for such work at Automated Logic's prevailing time and material rate.

5. SHIPMENT/PARTIAL SHIPMENT/RETURNS– All product shipments shall be F.C.A. shipping point (Incoterms 2010), freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Automated Logic does not guarantee a particular date for shipment or delivery. Automated Logic shall have the right to ship any portion of equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment. No goods will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

6. DELAYS–Automated Logic shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Automated Logic's control, including, but not limited to, acts of God or of the public acts of government, acts of terrorism, fire, floods, epidemics, freight embargoes, unusually severe weather, riots, strikes or labor disputes, conditions of the premises, acts or omissions of the Customer, Owner or other contractors, or delays caused by suppliers or subcontractors ("Force Majeure Event(s)"). In the event Automated Logic is delayed in manufacturing, shipping, delivery or any other performance under this Agreement by a Force Majeure Event and without the fault or negligence of Automated Logic, Automated Logic agrees to notify Customer in writing as soon a practicable of the causes of such delay, and Automated Logic shall further be entitled to an extension of the time equivalent to the duration of any such delay and a reasonable time in which to recover from said delay to resume performance. In the event any materials or equipment to be provided by Automated Logic under this Agreement becomes permanently unavailable as a result of a Force Majeure Event, Automated Logic shall be excused from furnishing said materials or equipment.

7. WARRANTY–Automated Logic warrants to Customer that the Work performed by Automated Logic hereunder will comply in all material respects with the attached Scope of Work or Statement of Services and will be free from material defects in workmanship. Automated Logic warrants that all equipment manufactured by Automated Logic Corporation and all Automated Logic equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Automated Logic shall at its option repair or replace, F.C.A. point of sale (Incoterms 2010), any equipment, part or component sold by Automated Logic and determined to be defective within one (1) year from the date of acceptance. Automated Logic does not warrant products not manufactured by Automated Logic, but it does pass on to Customer any available manufacturer's warranty for such products. Automated Logic warrants that all services provided by Automated Logic hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Automated Logic shall at its option re-perform or issue a credit for such service. Automated Logic's obligations as set forth herein shall be Customer's exclusive remedy. Automated Logic shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, parts or components required as a consequence of faulty installation when not installed by Automated Logic, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Automated Logic. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. WORKING HOURS – All services performed under this Agreement including major repairs, are to be provided during Automated Logic's normal working hours unless otherwise agreed in writing.

9. CHANGE ORDERS/ADDITIONAL WORK– Automated Logic will not perform additional work until such time as Automated Logic receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement.

10. CUSTOMER RESPONSIBILITIES – Customer shall: provide safe and reasonable access to the job site and equipment being serviced, and a safe work environment; keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, partitions, ceilings, enclosures or such other property as may be necessary to perform the specified work; promptly notify Automated Logic of any unusual operating conditions; operate any equipment supplied hereunder properly and in accordance with instructions; identify and label any asbestos containing material that may be present. The Customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the Customer will also provide in writing the method used to determine the absence of asbestos. If online service via modem is being provided, the Customer shall provide and maintain, at Customer's cost, a voice grade dial-up telephone line or internet connection installed in a mutually agreed upon location.

11. LIMITATION OF LIABILITY– Under no circumstances shall Automated Logic be liable for any indirect, incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising. Automated Logic shall be liable for damage to property, other than equipment provided under this Agreement, and to persons, to the extent that Automated Logic's negligent acts or omissions directly contributed to such injury or property damage. To the extent permitted by law, Automated Logic's aggregate liability for any reason, whether in contract, tort (including negligence) or otherwise, will be limited to the value of the payments received by Automated Logic under this Agreement. The aggregate liability shall not limit the liability of Automated Logic for any injury to, or death of a person, caused by its gross negligence.

12. CUSTOMER TERMINATION FOR DEFAULT – Customer shall have the right to terminate this Agreement for Automated Logic's default provided Automated Logic fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Automated Logic shall have free access to enter Customer locations to disconnect and remove any and all Automated Logic-owned parts, tools and personal property. Additionally, Customer agrees to pay Automated Logic for all incurred but unamortized service costs performed by Automated Logic including overhead and a reasonable profit.

13. AUTOMATED LOGIC TERMINATION –Automated Logic reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Automated Logic. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Automated Logic may terminate this Agreement without liability.

14. CLAIMS / ALC EMPLOYEES– Any suits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose. The Customer acknowledges that ALC's employees are valuable assets to ALC. During the Term of this Agreement or one hundred eighty (180) days thereafter, if Customer hires an ALC employee who worked at the Customer's facility at any time, the Customer agrees to 1) pay ALC an amount equal to 12 months salary for such employee, and 2) reimburse ALC for all costs associated with any training ALC provided to such employee.

15. GOVERNMENT PROCUREMENTS–

(a) COMMERCIAL ITEMS The components, equipment and services provided by Automated Logic under this Agreement are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Automated Logic's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Automated Logic will not agree to provide or certify cost or pricing data, nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). In addition, no federal government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Automated Logic.

(b) WHERE AUTOMATED LOGIC IS SUBCONTRACTOR Where Automated Logic is subcontractor, Automated Logic is agreeing to perform a private subcontract for the sale of a commercial item on a fixed-price basis to Customer (a private entity) and as such there shall be no Federal Acquisition Regulations (FARs), DFARS, CFRs, or any other federal government procurement regulations of any kind which apply to this Agreement, except those regulations expressly accepted in writing by Automated Logic. In addition, Automated Logic will not agree to provide or certify cost or pricing data nor will Automated Logic agree to comply with the Cost Accounting Standards (CAS). Carrier refers to FAR 52.244-6, "Subcontracts for Commercial Items and Commercial Components."

16. HAZARDOUS MATERIALS–If Automated Logic encounters any asbestos or other hazardous material while performing this Agreement, Automated Logic may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Automated Logic's performance shall be extended accordingly, and Automated Logic shall be compensated for the delay.

17. OCCUPATIONAL SAFETY AND HEALTH – Automated Logic and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site.

18. ENTIRE AGREEMENT, ASSIGNMENT and MODIFICATION- This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Automated Logic's prior written consent. No change, modification, amendment or waiver of any of the terms or conditions of this agreement shall be binding upon the parties unless made in writing and duly executed by both parties hereto.

19. CUSTOMER CONSENT - Customer consents and agrees that Automated Logic may, from time to time, publicize Automated Logic related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

20. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL

Date: **07/14/16**

Recipient Information		Project Information	
To:	**Flintco Constructive Solutions**	Project Name: Williamson County Expo	
Attention:	**David Freisner**	Project Number: 1666	
Address:	**8100 Cross Park Drive**		
	Austin, Texas 78754	**Change Proposal Detail**	
		Proposal Number:	**18**
Phone:	**512-328-1411**	Total Cost:	**$10,601**
Fax:	**512-328-1432**	Extension Period:	**days**
		Description:	**Lighting Control Changes**

We are pleased to offer you change proposal pricing on , project number . The proposed changes are as follows:

This pricing is for the changes made in the Lighting controls.

The changes listed above are hereafter referred to as Change Proposal Number 18. We need approval for this proposal by July 28, 2016 in order to maintain the project schedule.

Qualifications:

1) This quote is good for 15 days from the date referenced above.

2) All exclusions and modifications to the base contract are applicable to this change.

3) An executed Change Order will need to be issued prior to any work started or any materials purchased.

Please call me with any questions.

Jeremy Miles

Jeremy Miles
Big State Electric Ltd.

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

/
Change Proposal: Number 18
07/14/16

Material Cost		**$6,079.40**		
Material Tax @	**0.00%**	$0		
Total Material Cost		$6,079	→	$6,079
Labor Hours		**67.20**		
Safety Hours @	**1.00%**	0.7		
Project Cleanup Hours @	**1.50%**	1.0		
Total Electrician Hours		68.9		
Electrician Rate/Hour	**$46.00**		$3,168	
Guarantee Hours @	**0.00%**	0.00		
Supervision Hours @	**10.00%**	6.72		
Total Supervision Hours		6.72		
Supervisor Rate/Hour	**$58.00**		$390	
As-builts Hours @	**0.00%**	0.00		
Estimating Hours @	**0.00%**	0.00		
Total Estimating Hours		0.00		
Estimator Rate/Hour	**$63.00**		$0	
Subtotal - Labor			$3,558	
Labor Burden @	**0.00%**		$0	
Total Labor Cost			$3,558 →	$3,558
Subtotal - Material & Labor				$9,638
Overhead/Profit @	**10.00%**			$964
Subtotal				$10,601
Change Fee @	**0.00%**			$0
Subtotal				$10,601
Equipment Rental			**$0**	
Equipment Markup @	**10.00%**		$0	
Total Equipment			$0 →	$0
Bond Fee @	**0.00%**			$0
Total Change Proposal Fee				$10,601

An executed change order will need to be issued prior to any work started or any materials purchased.

Job ID: KB 2015 10 06 WILLIAMSON COUNTY EXPO
Project: KB 2015 10 06 WILLIAMSON COUNTY EXPO

CO: CO-0027: Lighting Controls Changes

Summary by Subtotal

Vendor: BRANDT **Labor Level:** CONEST **14 Jul 2016 17:54:15**

Subtotal 13 - HANGERS/SUPPORTS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
160068	3/8 x 2 1/4"	WEDGE ANCHOR	M	16	EA	1.1866	18.99	0.1120	1.79	0.0000	0.00
160106	3/8"	FLAT WASHER	M	32	EA	0.1145	3.66	0.0014	0.04	0.0000	0.00
160201	3/8-16	HEX NUTS	M	32	EA	0.1141	3.65	0.0210	0.67	0.0000	0.00
160307		PLENUM RATED TIE WRAP	M	250	EA	1.1698	292.45	0.0300	7.50	0.0000	0.00
160341	1 5/8" x 1 5/8"H	U-STRUT CHNL 12G STD GALV	M	20	FT	2.0324	40.65	0.1120	2.24	0.0000	0.00
					Subtotal totals:		**359.40**		**12.25**		**0.00**

Subtotal 29 - MISC WIRE/TECK CABLE

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
90275	4 PAIR	CAT 5 CABLE-PLENUM	M	2,000	FT	0.3220	644.00	0.0084	16.80	0.0000	0.00
					Subtotal totals:		**644.00**		**16.80**		**0.00**

Subtotal 31 - THHN/THWN CU

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70032	12	THHN/THWN CU (STR)	M	-2,000	FT	0.1820	-364.00	0.0056	-11.20	0.0000	0.00
					Subtotal totals:		**-364.00**		**-11.20**		**0.00**

Subtotal 42 - WIRE TERMINATIONS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
100082	SMALL	IDEAL 30-410 CRIMP	M	100	EA	2.0000	200.00	0.0210	2.10	0.0000	0.00
					Subtotal totals:		**200.00**		**2.10**		**0.00**

Subtotal 48 - MOTOR CONTROL

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
200339	60 /2P	NEMA-1 LIGHT & HEAT CONTACTOR	M	4	EA	0.0000	0.00	1.7500	7.00	0.0000	0.00
					Subtotal totals:		**0.00**		**7.00**		**0.00**

Subtotal 99 - MISCELLANEOUS ITEMS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
1		Retro Lightfixtures for dimming	M	35		0.0000	0.00	1.1500	40.25	0.0000	0.00
					Subtotal totals:		**0.00**		**40.25**		**0.00**
					Job totals:		**839.40**		**67.20**		**0.00**

Quotation

HILL COUNTRY ELECTRIC SUPPLY
4801 FREIDRICH LANE
BLDG 2 STE 200
AUSTIN, TX 78744
512-428-9300
Fax 512-428-9830

QUOTE DATE	QUOTE NUMBER
07/14/2016	S101328548

HILL COUNTRY ELECTRIC SUPPLY
4801 FREIDRICH LANE
BLDG 2 STE 200
AUSTIN, TX 78744
512-428-9300
Fax 512-428-9830

PAGE NO.: 1 of 1

QUOTE TO:

BIG STATE-AUSTIN
7101 BURLESON
AUSTIN, TX 78744

SHIP TO:

BIG STATE 1666 WILLIAMSON COUNTY
EXPO CENTER
210 CARLOS G PARKER BLVD
TAYLOR, TX 76574

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
38179	LTG CTRL RFP		ABE RHODES

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
MIKE BRADLEY	DIRECT	2% 10th Net 25th	07/14/2016	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	^LOT LIGHTING CONTACTORS AS FOLLOWS: QTY. 3 - SQUARE D 8903LXG1000V02CR6 QTY. 1 - SQUARE D 8903LXG1000V01CR6 ** SEE ATTACHED SQUARE D BOM ** *** Special Order Item ***		
3ea	ITSK4121C INT-MAT K4121C 120V PHOTO CONTROL		
1ea	^LOT nLIGHT LIGHTING CONTROLS AS FOLLOWS: QTY. 8 - NPODM 2P DX WH QTY. 11 - NPODM DX WH QTY. 15 - NPP16 D *** Special Order Item ***		
	Subtotal (Freight Included) -------		5240.00

QUOTE VALID FOR 30 DAYS UNLESS OTHERWISE NOTED BY HCES.
ACCEPTANCE OF
THIS QUOTE AGREES TO HCES TERMS OF SALE.
DELIVERY DATES ARE ESTIMATES ONLY.
UNAUTHORIZED TRANSMITTAL OR REPRODUCTION IS PROHIBITED!
SALES TAX IS NOT INCLUDED!

Subtotal	5240.00
S&H Charges	0.00
Amount Due	5240.00

Schneider Electric

Phone: ()- Fax: ()-

roject Name: WILCO LTG CONTACTORS
roject Location: TAYLOR
ustomer Name: BIG STATE ELECTRIC LTD.
2C Number: 38586569
uote Number: 1

Accessories

Fuses NOT Included
Overloads NOT Included
Lamps NOT Included
Lug Kits NOT Included

itiator: BRADLEY, MICHAEL
ontact:

Margin: 15.00%

uote Notes

nfidential Notes

Schneider Electric

Phone: ()- Fax: ()-

roject Name: WILCO LTG CONTACTORS
roject Location: TAYLOR
ustomer Name: BIG STATE ELECTRIC LTD.
2C Number: 38586569
uote Number: 1

Accessories

Fuses NOT Included
Overloads NOT Included
Lamps NOT Included
Lug Kits NOT Included

Item Number	Quantity	Catalog Number / Details	Unit Price	Extended Price
001-00	3	8903LXG1000V02CR6 LIGHTING CONTACTOR 600VAC 30A LX Class 8903 Multi-pole lighting contactor 8903LXG1000V02CR6 Contactor rating - 20 amps Non-combination lighting contactor Mechanically held contactor 10 pole device With 10 NO and 0 NC contacts. Type 1 Enclosure Separate control source selected with 120V 60Hz coil Auxiliary contacts - None Control units supplied C - HAND-OFF-AUTO selector switch Pilot lights supplied None R6 - 2 pole relay for mechanically held devices. Revision - 6/29/2016 - (20160610/20160610) 7/14/2016 4:22:21 PM		
002-00	1	8903LXG1000V01CR6 Class 8903 Multi-pole lighting contactor Class 8903 Multi-pole lighting contactor 8903LXG1000V01CR6 Contactor rating - 20 amps Non-combination lighting contactor Mechanically held contactor 10 pole device With 10 NO and 0 NC contacts. Type 1 Enclosure Separate control source selected with 24V 60Hz coil Auxiliary contacts - None Control units supplied C - HAND-OFF-AUTO selector switch Pilot lights supplied None R6 - 2 pole relay for mechanically held devices. Revision - 6/29/2016 - (20160610/20160610) 7/14/2016 4:23:28 PM		

Potential Change Orders

Detailed, Grouped by Each Number

Williamson County Expo Center
210 Carlos G. Parker Blvd, NW

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 044 **7/28/2016** **Additional Scopes Via ASI ESI and RFI** **New**

Category	Reason	Reference	COR Number	PCCO Number
Remaining Budget	Change Condition			

Notes **Revenue Code**

This Change accounts for additional scopes added via RFIs, ESIs and ASIs. This also approves two additional rain days for the project.

			Estimate	Proposed	Approved	Applied
Requested Days:	2	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - TAKFOR - 000.101401.S	8/4/2016		**Budget:**	Pend Rev	$1,023	$1,023	$1,023	$1,023
Takeform Additional Signage Revisions per Submittal Revisions			**Cost:**	Pend Commt	$1,023	$1,023	$1,023	$1,023
002 - BIGSE - 000.260000.S	8/4/2016		**Budget:**	Pend Rev	$1,428	$1,428	$1,428	$1,428
Big State Additional Outlets for Powered Faucets not Shown on Documents			**Cost:**	Pend Commt	$1,428	$1,428	$1,428	$1,428
003 - KEYCO - 000.030000.S	8/4/2016		**Budget:**	Pend Rev	$2,627	$2,627	$2,627	$2,627
Keystone COR 19 Added Structural Concrete per ESI 007			**Cost:**	Pend Commt	$2,627	$2,627	$2,627	$2,627
004 - KEYCO - 000.030000.S	8/4/2016		**Budget:**	Pend Rev	$8,066	$8,066	$8,066	$8,066
Keystone COR 20 Added Site Concrete Paving Per Owner's Request			**Cost:**	Pend Commt	$8,066	$8,066	$8,066	$8,066
005 - KEYCO - 000.030000.S	8/4/2016		**Budget:**	Pend Rev	$12,484	$12,484	$12,484	$12,484
Keystone COR 21 Added Topping Slabs at North Existing Arena			**Cost:**	Pend Commt	$12,484	$12,484	$12,484	$12,484
006 - BAKDRAU - 000.092000.S	8/4/2016		**Budget:**	Pend Rev	-$1,050	-$1,050	-$1,050	-$1,050
Baker Drywall Credit for Ceiling tile Switch from Ultima 1901 to 1911			**Cost:**	Pend Commt	-$1,050	-$1,050	-$1,050	-$1,050
007 - CAPME - 000.220000.S	8/4/2016		**Budget:**	Pend Rev	$1,053	$1,053	$1,053	$1,053
Capstone Plumbing Add for Sleeving Gas Line as requested by County			**Cost:**	Pend Commt	$1,053	$1,053	$1,053	$1,053
008 - CAPME - 000.220000.S	8/4/2016		**Budget:**	Pend Rev	$1,465	$1,465	$1,465	$1,465
Capstone Plumbing Add for 4 Custom Downspouts			**Cost:**	Pend Commt	$1,465	$1,465	$1,465	$1,465

009 - GQTIL - 000.093000.S	8/4/2016	**Budget:**	Pend Rev	-$923	-$923	-$923	-$923
GQ Tile Credit based on ASI 009 Tile Changes		**Cost:**	Pend Commt	-$923	-$923	-$923	-$923
010 - BAKDRAU - 000.092000.S	8/4/2016	**Budget:**	Pend Rev	$4,121	$4,121	$4,121	$4,121
Baker Drywall Adds Fur Out Around Relocated X Brace		**Cost:**	Pend Commt	$4,121	$4,121	$4,121	$4,121
011 - - 000.323100.S	8/4/2016	**Budget:**	Pend Rev	$9,799	$9,799	$9,799	$9,799
Construction Rent A Fence Revisions per Fire Marshall Requirements		**Cost:**	Pend Commt	$9,799	$9,799	$9,799	$9,799
012 - BAKDRAU - 000.092000.S	8/4/2016	**Budget:**	Pend Rev	$4,909	$4,909	$4,909	$4,909
Baker Drywall Add for Blocking at Signage Per ASK-014		**Cost:**	Pend Commt	$4,909	$4,909	$4,909	$4,909
013 - CHAROO - 000.074200.S	8/4/2016	**Budget:**	Pend Rev	$9,480	$9,480	$9,480	$9,480
Chamberlain Add for Roofing Changes in ASI 010		**Cost:**	Pend Commt	$9,480	$9,480	$9,480	$9,480
014 - - 000.975500.M	8/4/2016	**Budget:**	Pend Rev	-$5,549	-$5,549	-$5,549	-$5,549
Funding from Contractor Contengency		**Cost:**	Pend Commt	-$5,549	-$5,549	-$5,549	-$5,549
015 - - 000.975700.M	8/4/2016	**Budget:**	Pend Rev	-$48,933	-$48,933	-$48,933	-$48,933
Funding From Buyout Contengency		**Cost:**	Pend Commt	-$48,933	-$48,933	-$48,933	-$48,933

takeform

CHANGE ORDER WORKSHEET

Company Name	Flintco LLC							
Project Name	Williamson County Expo Center							
Project Number	WIL0030_51264							
	Quote/Estimate			New Totals			Difference in Pricing	
Line Descriptions	Quantity	Unit Price	Total Price	Quantity	Unit Price	Total Price	Totals for change order	Comments/Order #
Type A.6 Directory	1	$ 1,246.00	$ 1,246.00	0	$ -	$ -	$ (1,246.00)	Removed From Project
Insert for A.6	1	$ 105.00	$ 105.00	0	$ -	$ -	$ (105.00)	Removed From Project
Type B Directional	1	$ 197.00	$ 197.00	0	$ -	$ -	$ (197.00)	Removed From Project
Insert for B	1	$ 26.00	$ 26.00	0	$ -	$ -	$ (26.00)	Removed From Project
Type C.3-1S Suspended Overhead	1	$ 558.00	$ 558.00	0	$ -	$ -	$ (558.00)	Removed From Project
Insert for C.3-1S	2	$ 46.00	$ 92.00	0	$ -	$ -	$ (92.00)	Removed From Project
Type E.2 Restroom	8	$ 132.00	$ 1,056.00	2	$ 132.00	$ 264.00	$ (792.00)	Quantity Reduced per New Sign Type
Type E.2a Family Restroom	0	$ -	$ -	2	$ 143.00	$ 286.00	$ 286.00	Added Requested New Sign Type
Type E.2ax Exterior Family Restroom	0	$ -	$ -	2	$ 94.00	$ 188.00	$ 188.00	Added Requested New Sign Type
Type E.2x Exterior Restroom	0	$ -	$ -	3	$ 94.00	$ 282.00	$ 282.00	Added Requested New Sign Type
Type F Small Room ID	0	$ -	$ -	3	$ 42.00	$ 126.00	$ 126.00	Added Requested New Sign Type
Type F.x Exterior Small Room ID	0	$ -	$ -	9	$ 42.00	$ 378.00	$ 378.00	Added Requested New Sign Type
Type G Room ID	13	$ 47.00	$ 611.00	0	$ -	$ -	$ (611.00)	Removed From Project
Window Backer for G	1	$ 12.00	$ 12.00	0	$ -	$ -	$ (12.00)	Removed From Project
Type G.2 Large Room ID	2	$ 58.00	$ 116.00	20	$ 58.00	$ 1,160.00	$ 1,044.00	Quanity Increased
Window Backer for G.2	0	$ -	$ -	2	$ 10.00	$ 20.00	$ 20.00	Added with Quanity Increase
Type G.2x Exterior Room ID	0	$ -	$ -	14	$ 58.00	$ 812.00	$ 812.00	Added Requested New Sign Type
Type G.3 Large Room ID	0	$ -	$ -	1	$ 69.00	$ 69.00	$ 69.00	Added Requested New Sign Type
Type G.3x Exterior Large Room ID	0	$ -	$ -	6	$ 82.00	$ 492.00	$ 492.00	Added Requested New Sign Type
Type H Office ID	6	$ 104.00	$ 624.00	4	$ 104.00	$ 416.00	$ (208.00)	Quantity Reduced
Inserts for H	6	$ 12.00	$ 72.00	0	$ -	$ -	$ (72.00)	Quantity Reduced
Window Backer for H	5	$ 12.00	$ 60.00	4	$ 12.00	$ 48.00	$ (12.00)	Quantity Reduced
Type I Large Office ID	1	$ 119.00	$ 119.00	0	$ -	$ -	$ (119.00)	Removed From Project
Insert for I	1	$ 12.00	$ 12.00	0	$ -	$ -	$ (12.00)	Removed From Project
Type J.2 Conference Room	4	$ 166.00	$ 664.00	3	$ 166.00	$ 498.00	$ (166.00)	Quanity Reduced
Window Backer for J.2	2	$ 12.00	$ 24.00	2	$ 12.00	$ 24.00	$ -	n/a
Type M Flag Mount	2	$ 171.00	$ 342.00	0	$ -	$ -	$ (342.00)	Removed From Project
Type Q Aluminum Dimensional Letter Set	2	$ 804.60	$ 1,609.20	2	$ 804.60	$ 1,609.20	$ -	n/a
Silicone Adhesive	1	$ 13.43	$ 13.43	1	$ 13.43	$ 13.43	$ -	n/a
Submittal Fee	1	$ 170.00	$ 170.00	1	$ 170.00	$ 170.00	$ -	n/a
Prevailing Wage Install	1	$ 775.00	$ 775.00	1	$ 2,695.00	$ 2,695.00	$ 1,920.00	Exterior masonary install for reqested new exterior sign types
Shipping	1	$ 226.76	$ 226.76	1	$ 202.01	$ 202.01	$ (24.75)	Weight decrease
			$ -			$ -	$ -	
			$ -			$ -	$ -	
Totals	64	$ 5,024.79	$ 8,730.39	83	$ -	$ 9,752.64	$ 1,022.25	
					Original Contract total		$ -	
							$ 1,022.25	
					Change order required for the Quantity of:		$ 1,022.25	

Contractor Signature

Date

Subcontrator Signature

Date

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL

Date: **07/11/16**

Recipient Information		Project Information	
To:	**Flintco Constructive Solutions**	Project Name: Williamson County Expo	
Attention:	**David Freisner**	Project Number: 1666	
Address:	**8100 Cross Park Drive**		
	Austin, Texas 78754	**Change Proposal Detail**	
		Proposal Number:	**17**
Phone:	**512-328-1411**	Total Cost:	**$1,428**
Fax:	**512-328-1432**	Extension Period:	**days**
		Description:	**Circuitry for Faucets**

We are pleased to offer you change proposal pricing on , project number . The proposed changes are as follows:

This pricing is for the additional circuitry for the faucets.

The changes listed above are hereafter referred to as Change Proposal Number 17. We need approval for this proposal by July 25, 2016 in order to maintain the project schedule.

Qualifications:

1) This quote is good for 15 days from the date referenced above.

2) All exclusions and modifications to the base contract are applicable to this change.

3) An executed Change Order will need to be issued prior to any work started or any materials purchased.

Please call me with any questions.

Jeremy Miles

Jeremy Miles
Big State Electric Ltd.

Big State Electric, LTD.

7101 Burleson Road
Austin, TX 78744
Ph: (512) 385-6160

CHANGE PROPOSAL CALCULATION

/
Change Proposal: Number 17
07/11/16

Material Cost		$359.09		
Material Tax @	0.00%	$0		
Total Material Cost		$359	→	$359
Labor Hours		17.74		
Safety Hours @	1.00%	0.2		
Project Cleanup Hours @	1.50%	0.3		
Total Electrician Hours		18.2		
Electrician Rate/Hour	$46.00		$836	
Guarantee Hours @	0.00%	0.00		
Supervision Hours @	10.00%	1.77		
Total Supervision Hours		1.77		
Supervisor Rate/Hour	$58.00		$103	
As-builts Hours @	0.00%	0.00		
Estimating Hours @	0.00%	0.00		
Total Estimating Hours		0.00		
Estimator Rate/Hour	$63.00		$0	
Subtotal - Labor			$939	
Labor Burden @	0.00%		$0	
Total Labor Cost			$939	→ $939
Subtotal - Material & Labor				$1,298
Overhead/Profit @	10.00%			$130
Subtotal				$1,428
Change Fee @	0.00%			$0
Subtotal				$1,428
Equipment Rental			$0	
Equipment Markup @	10.00%		$0	
Total Equipment			$0	→ $0
Bond Fee @	0.00%			$0
Total Change Proposal Fee				$1,428

An executed change order will need to be issued prior to any work started or any materials purchased.

Job ID: KB 2015 10 06 WILLIAMSON COUNTY EXPO
Project: KB 2015 10 06 WILLIAMSON COUNTY EXPO

CO: CO-0026: Circuitry for Faucets

Summary by Subtotal

Vendor: BRANDT **Labor Level:** CONEST **11 Jul 2016 17:26:55**

Subtotal 2 - EMT

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
10046	3/4	EMT	M	100	FT	0.5790	57.90	0.0560	5.60	0.0000	0.00
					Subtotal totals:		**57.90**		**5.60**		**0.00**

Subtotal 11 - EMT FITTINGS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
30121	3/4	EMT STEEL-SS COUPLING	M	10	EA	0.3080	3.08	0.0560	0.56	0.0000	0.00
30191	3/4	EMT STEEL SS INS-THROAT CONNECTOR	M	4	EA	0.3640	1.46	0.0700	0.28	0.0000	0.00
160832	3/4	EMT 1-HOLE STEEL STRAP	M	20	EA	0.4376	8.75	0.0448	0.90	0.0000	0.00
					Subtotal totals:		**13.29**		**1.74**		**0.00**

Subtotal 13 - HANGERS/SUPPORTS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
160261	#10 x 1"	TEK SCREW	M	40	EA	0.0812	3.25	0.0280	1.12	0.0000	0.00
630064	3/4	COND PUSH-IN HGR TO SCREW-ON STUD-WALL	M	12	EA	1.0865	13.04	0.1680	2.02	0.0000	0.00
630343	14-2>10-3 & 3/8 FLE>	MC/AC/FLEX HGR PUSH-IN MTL/WOOD/STUD	M	4	EA	0.4038	1.62	0.0560	0.22	0.0000	0.00
630353		METAL/WOOD STUD PROTECTION PLATE	M	2	EA	0.4364	0.87	0.0560	0.11	0.0000	0.00
630368	14>10-2 (2-CBL)	AC/MC PSH-IN HMR-ON BOT-MTD 1/4-FLNG HGR	M	3	EA	1.2076	3.62	0.0560	0.17	0.0000	0.00
640000		4-Sq BOX SUPPORT SCREW TO STUD-WALL	M	4	EA	0.5960	2.38	0.0700	0.28	0.0000	0.00
					Subtotal totals:		**24.78**		**3.92**		**0.00**

Subtotal 21 - DEVICES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
140011	20A	DUPLEX GFCI RECEPTACLE	M	2	EA	15.4000	30.80	0.3500	0.70	0.0000	0.00
					Subtotal totals:		**30.80**		**0.70**		**0.00**

Subtotal 22 - PLATES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
140552		1G S-STL. GFCI RECEPT PLATE	M	2	EA	2.5438	5.09	0.0700	0.14	0.0000	0.00
					Subtotal totals:		**5.09**		**0.14**		**0.00**

Subtotal 23 - STEEL BOXES

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
150050	2-1/8"D 30.3-CI	4"SQ MS BRKT BX/MC CLMP	M	2	EA	18.4212	36.84	0.1680	0.34	0.0000	0.00
150057	5/8"RISE 4.8-CI	1G 4"SQ PLASTER-RING	M	2	EA	0.5688	1.14	0.0700	0.14	0.0000	0.00
150095		4"SQ BLANK CVR	M	2	EA	0.6300	1.26	0.0420	0.08	0.0000	0.00
150134	2-1/8"D 42.0-CI	4-11/16" BOX /NO BRKT 1 > 3/4KO	M	2	EA	3.5000	7.00	0.1680	0.34	0.0000	0.00
150141	5/8"RISE 4.8-CI	1G 4-11/16" PLASTER-RING	M	2	EA	3.1252	6.25	0.0700	0.14	0.0000	0.00
150399	2-1/8"DEEP 16.5-CI	HANDY BOX NO / FLAT BRACKET 1/2"KO	M	2	EA	8.3160	16.63	0.1680	0.34	0.0000	0.00
					Subtotal totals:		**69.12**		**1.37**		**0.00**

Subtotal 31 - THHN/THWN CU

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70033	10	THHN/THWN CU (STR)	M	330	FT	0.2520	83.16	0.0070	2.31	0.0000	0.00
					Subtotal totals:		**83.16**		**2.31**		**0.00**

Subtotal 37 - ROMEX/BX/UF/MC

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
70210	12/2	MC CABLE W/G	M	30	FT	0.6720	20.16	0.0154	0.46	0.0000	0.00
					Subtotal totals:		**20.16**		**0.46**		**0.00**

Subtotal 42 - WIRE TERMINATIONS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
100072	MAX 5 #12	WIRE-NUT MED - RED #18 to 8	M	8	EA	0.0929	0.74	0.0350	0.28	0.0000	0.00
100086	#12	PIGTAIL W/GRD SCREW	M	4	EA	1.1948	4.78	0.0280	0.11	0.0000	0.00
100244	3/8	BX /MC 2-SCR SINGLE STR-CONNECTOR	M	4	EA	0.7386	2.95	0.1120	0.45	0.0000	0.00
100281	3/8-1/2	ANTI-SHORT BUSHING	M	4	EA	0.1330	0.53	0.0168	0.07	0.0000	0.00
					Subtotal totals:		**9.01**		**0.91**		**0.00**

Subtotal 43 - SWITCHGEAR-PANELS

Item #	Size	Description	Q/M	Quantity	U/M	Mat Unit	Mat Result	Lab Unit	Lab Result	Quo Unit	Quo Result
180409	20/1	BOLT-ON BREAKERS	M	2	EA	22.8900	45.78	0.2940	0.59	0.0000	0.00
					Subtotal totals:		**45.78**		**0.59**		**0.00**
					Job totals:		**359.09**		**17.74**		**0.00**

KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
July 19, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #19

ESI-007 - Penning Footing Pedestals

Keystone Concrete Placement's Work:

Extend footing pedestals at 4 ea. Penning footings to allow PEMB Portal Framing columns to have full bearing.

Labor:		$	1,732
Materials:		$	449
Equipment:		$	207
Overhead & Profit:	10%	$	239

Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.
Note: Water to be made available during concrete work.
Note: Work during normal business hours, no overtime.

Total Change Request: $ 2,627

Please sign and return this form to authorize said work to proceed.

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement

ENGINEER'S SUPPLEMENTAL INSTRUCTIONS

Distribution to:

OWNER	☐
ARCHITECT	☑
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT: (name, address)	Williamson County Expo Center 210 Carlos Parker Blvd. Taylor, Texas	ENGINEER'S SUPPLEMENTAL INSTRUCTION NO: 007
OWNER:	Williamson County	DATE OF ISSUANCE: 7/12/16
TO (Architect):	Populous	ENGINEER: Engineering 360, Inc.
CONTRACT FOR: General Construction		ENGINEER'S PROJECT NO: 14095

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Engineer.

Description:

Extend footing pedestals to allow PEMB Portal Framing Column to have full bearing as shown on attached drawing.

STATE OF TEXAS
LAURENCE J. FISHER
50110
REGISTERED
PROFESSIONAL ENGINEER

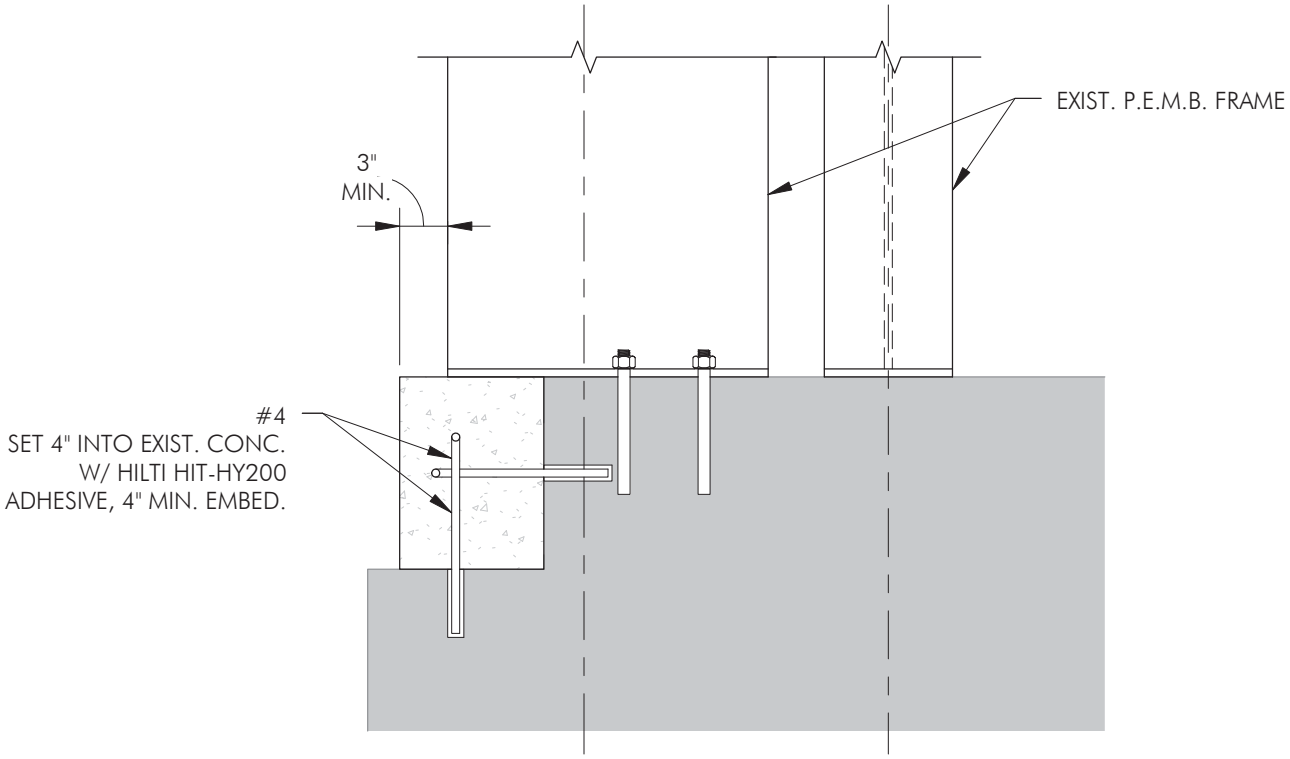
ATTACHMENTS: XS-10

ISSUED:

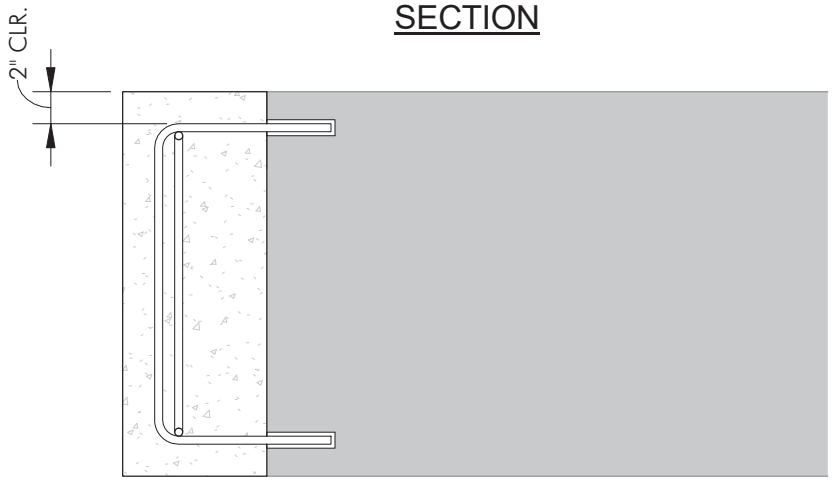
BY: _____
Engineer Larry J. Fisher

ACCEPTED:

BY: _____
Contractor



SECTION



PLAN

1 FOOTING DETAIL

ESI #007 1" = 1'-0"

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LAURENCE J. FISHER, P.E. 50110.
THIS DRAWING IS ISSUED FOR CONSTRUCTION. THIS DRAWING MAY NOT BE MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ENGINEER, AND THEN ONLY IN ACCORDANCE WITH THE RULES OF THE TEXAS ENGINEERING PRACTICE ACT.

7/12/16

360 ENGINEERING INC.
2851 Joe DiMaggio Blvd., Suite 22
Round Rock, TX 78665
Phone (512) 244-1966
Fax (512) 388-3698
TBPE Registration No. F-12702
JOB NO. 14095
© 2015 ENGINEERING 360, Inc.

PROJECT:
WILLIAMSON COUNTY EXPO CENTER
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

SHT NO: XS-10
DATE: 07/12/16
BY: JS

KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
July 19, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #20	**Additional 6" Concrete Paving**

Keystone Concrete Placement's Work:

Install additional 6" concrete Paving sidewalk from bleacher area to new sidewalk leading to

Labor:		$	3,853
Materials:		$	2,504
Equipment:		$	975
Overhead & Profit:	10%	$	734

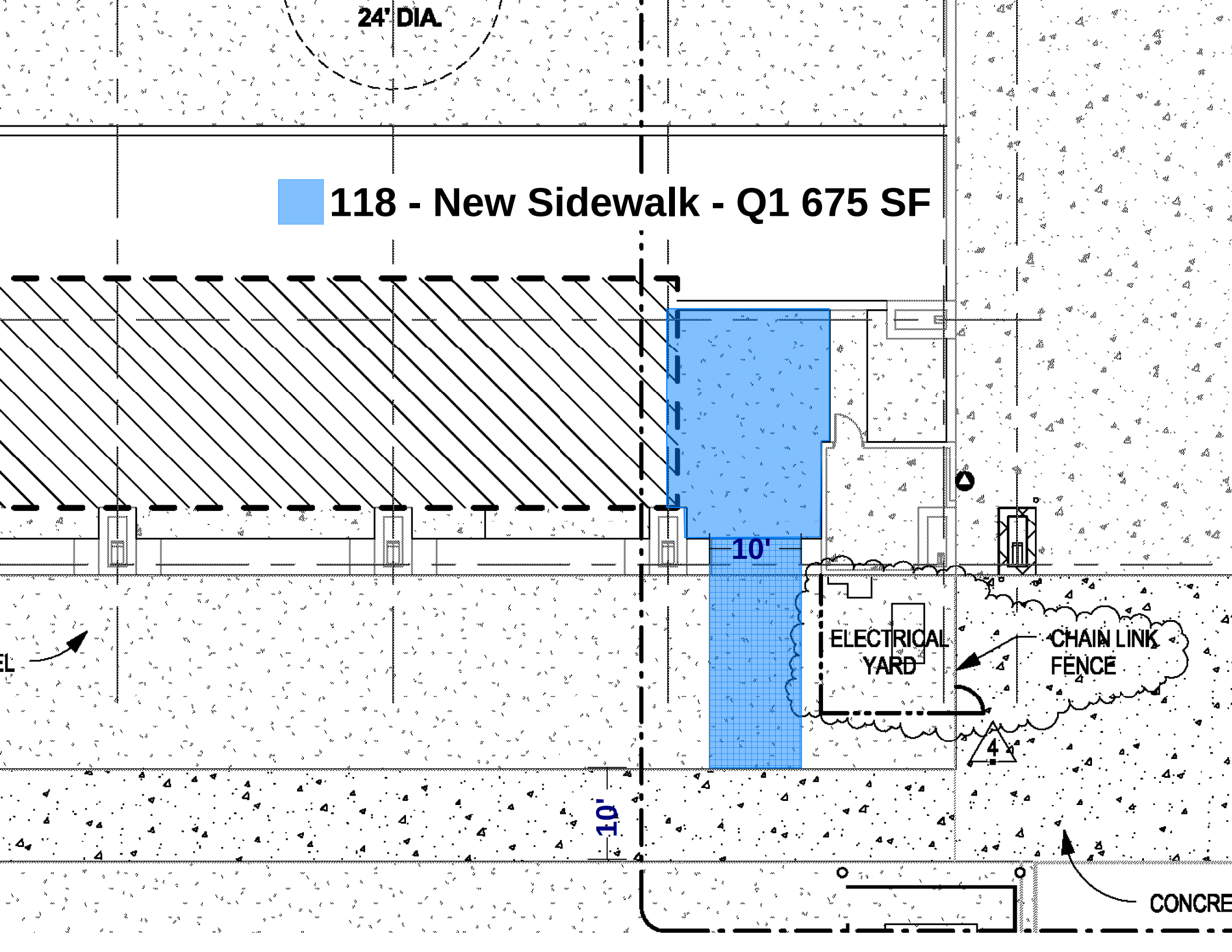
Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.
Note: Water to be made available during concrete work.
Note: Work during normal business hours, no overtime.

Total Change Request: $ 8,066

Please sign and return this form to authorize said work to proceed.

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement


24' DIA.
118 - New Sidewalk - Q1 675 SF
10'
ELECTRICAL YARD
CHAIN LINK FENCE
4
10'
CONCRE

KEYSTONE
CONCRETE PLACEMENT
35 County Rd. 150
Georgetown, TX. 78626
512.931.3033 / 512.931.0995 FAX

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
July 19, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #21 — **Install 6" Concrete Paving**

Keystone Concrete Placement's Work:

Install 6" concrete paving on top of footings and decomposed granite at 2 locations at north end of existing arena to create pedestrian access. See attached drawing for locations.

Labor:		$	6,774
Materials:		$	3,822
Equipment:		$	753
Overhead & Profit:	10%	$	1,135

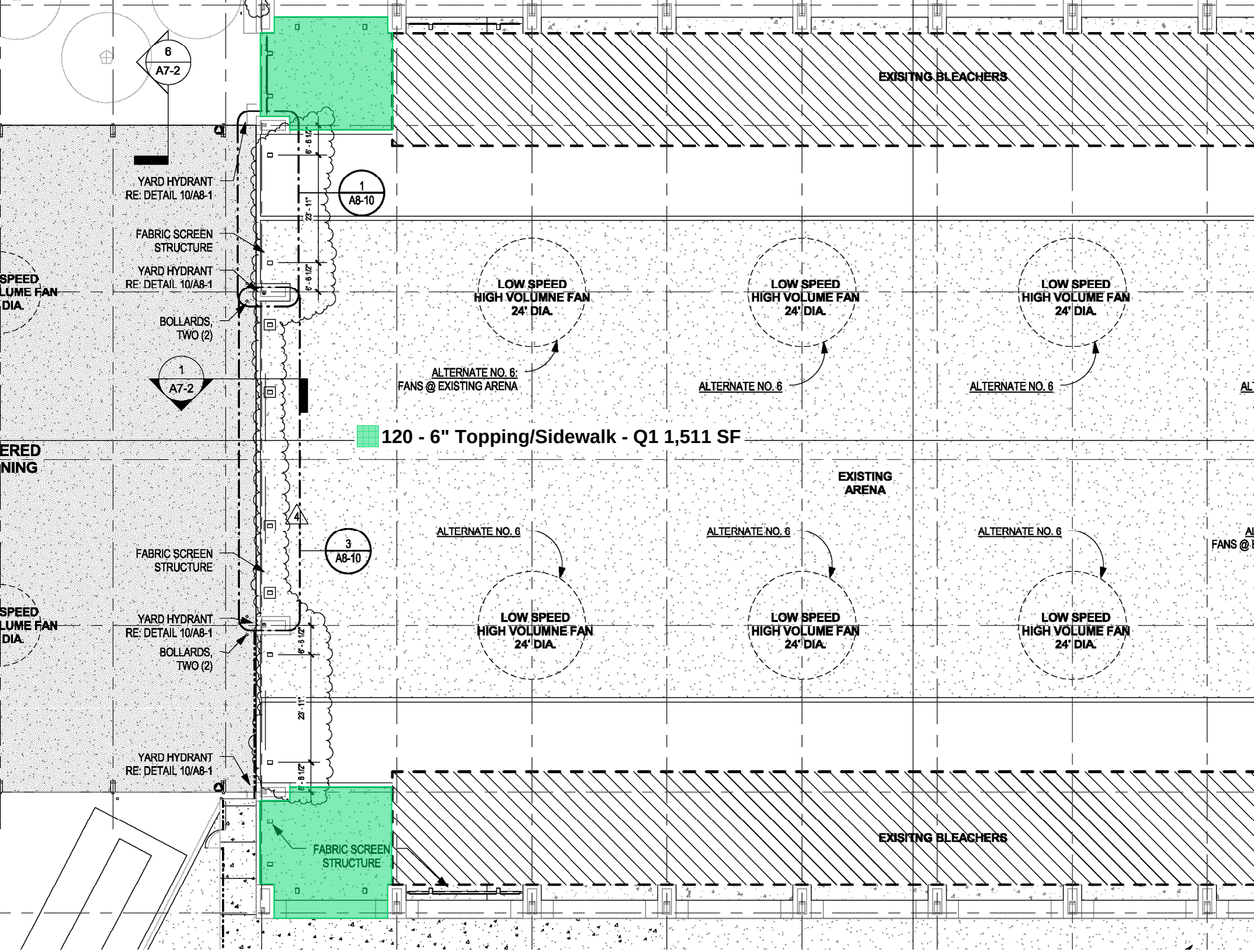
Note: Work to be performed while mobilized on site. Separate mobilization not included for this work.
Note: Excavated Spoils to be left On-Site - Arena dirt & Decomposed Granite.
Note: Water to be made available during concrete work.
Note: Work during normal business hours, no overtime.

Total Change Request: $ 12,484

Please sign and return this form to authorize said work to proceed.

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement


6
A7-2
EXISTNG BLEACHERS
YARD HYDRANT
RE: DETAIL 10/A8-1
1
A8-10
FABRIC SCREEN
STRUCTURE
YARD HYDRANT
RE: DETAIL 10/A8-1
BOLLARDS,
TWO (2)
1
A7-2
LOW SPEED
HIGH VOLUMNE FAN
24' DIA.
LOW SPEED
HIGH VOLUME FAN
24' DIA.
LOW SPEED
HIGH VOLUME FAN
24' DIA.
ALTERNATE NO. 6:
FANS @ EXISTING ARENA
ALTERNATE NO. 6
ALTERNATE NO. 6
120 - 6" Topping/Sidewalk - Q1 1,511 SF
EXISTING
ARENA
4
3
A8-10
FABRIC SCREEN
STRUCTURE
YARD HYDRANT
RE: DETAIL 10/A8-1
BOLLARDS,
TWO (2)
ALTERNATE NO. 6
ALTERNATE NO. 6
ALTERNATE NO. 6
LOW SPEED
HIGH VOLUMNE FAN
24' DIA.
LOW SPEED
HIGH VOLUME FAN
24' DIA.
LOW SPEED
HIGH VOLUME FAN
24' DIA.
YARD HYDRANT
RE: DETAIL 10/A8-1
FABRIC SCREEN
STRUCTURE
EXISTNG BLEACHERS

David Freisner

From: Kevin Klohs <kklohs@bakertriangle.com>
Sent: Friday, July 15, 2016 3:51 PM
To: David Freisner
Subject: Ceiling VE Option

Categories: Cost Implications

David,

The Ultima 1901 tile that is called out on the Finish Schedule is very hard to get and is more expensive than 1911 Ultima tile. Would the Owner and Architect be interested in saving $1050.00 to switch the tile to 1911 Ultima. It is the same in every sound category and appearance, but it does not have Air Guard coating. Please advise if they want to accept this VE option.

Thanks,

Kevin

Kevin Klohs
Estimator / Project Manager

D: 512-616-5205
O: 512-260-7600
F: 512-616-5252
E: kklohs@bakertriangle.com
W: www.bakertriangle.com

Baker Triangle

CHANGE ORDER PROPOSAL

SUBMIT TO:	David Freisner - FlintCo	**PROPOSED BY:**	Capstone Mechanical
PROJECT:	Williamson County Expo Center	**DATE:**	7/13/2016
C.O. PROPOSAL #:	CO#3	**JOB NUMBER:**	06-16-01-27
REVISION #:		**GC JOB NUMBER:**	2534-J1072

DESCRIPTION

Underground gas pipe sleeve

MATERIAL

Cost Code	DESCRIPTION	Qty	Price	COST
0335	4" PVC S40 BE Pipe per foot	320	$2.01	$642.97
0335	4" PVC DWV 45 ELL	6	$7.04	$42.25
0371	Glue/Primer	3	$14.04	$42.13
	Total Material Cost			**$727.35**

Field Cost

Cost Code	DESCRIPTION	Qty	Price	COST
0335	Plumbing Install	4	$47.00	$188.00
	Total Field Cost			**$188.00**

	Tax(Equip/Material)	$0.00
Overhead Percentage		$137.30
Total Cost		**$1,053**

Signed: _____ Date: _____

CAPSTONE MECHANICAL
Serving with Legendary Excellence

CHANGE ORDER PROPOSAL

SUBMIT TO:	David Freisner - Flintco, LLC	**PROPOSED BY:**	Capstone Mechanical
PROJECT:	Williamson County Expo Center	**DATE:**	4/7/2016
C.O. PROPOSAL #:	CO#2	**JOB NUMBER:**	06-16-01-27-0600
REVISION #:		**GC JOB NUMBER:**	

DESCRIPTION

4 painted galvanized steel downspouts

MATERIAL

Cost Code	DESCRIPTION	Qty	Price	COST
0302	Hot dipped galvanized sheet metal	1	$350.00	$350.00
	Total Material Cost			**$350.00**

FABRICATION

Cost Code	DESCRIPTION	Qty	Price	COST
0301	Fabrication	12	$42.00	$504.00
	Consumables	3.00%	$5.04	$5.04
	Shop Burden	30.00%	$50.40	$50.40
	Total Shop Fab. Cost			**$559.44**

Subcontracts

Cost Code	DESCRIPTION	Qty	Price	COST
0381	Paint and Primer	4	$82.00	$328.00
	Total Subcontracts Cost			**$328.00**

Field Cost

Cost Code	DESCRIPTION	Qty	Price	COST
0324	Plumbing Install	2	$47.00	$94.00
	Total Field Cost			**$94.00**

Overhead Percentage @	10.00%	$133.14
Total Cost		**$1,465**

Signed: _____ Date: _____

GQ Tile Co.

2301 Denton Drive, Suite K ◆ Austin, TX 78758 ◆ (512) 491-5335, Fax: 491-8101

Email: ggibson@gqtile.com

July 5, 2016

TO: Flintco
ATTN: Ricky Galloway
PROJECT: Williamson County Expo Center

Remarking: ASI #009 – Change in Ceramic Tile

Ricky,

Below is the credit for the tile change made to the finish schedule per ASI #009.

Description	Cost
Materials	**<$ 802.00>**
Labor	**<$ 0.00>**
OH/P – 15%	**<$ 121.00>**
Total Credit	**<$ 923.00>**

Total Credit <$ 923.00>

If you have any questions please feel free to give me a call.

Thank you,

Grant Gibson
Project Manager

Baker Drywall

DATE: July 7, 2016

Work Authorization

TO: Flintco
8100 Cross Park Dr
Austin, TX 78754
Attn: David Freisner

JOB WORK ORDER # 92429

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: See attached

FOREMAN:	2	HOURS @	$45.00	$90
FOREMAN OT:	0	HOURS @	$67.50	$0
MECHANIC	14	HOURS @	$37.50	$525
MECHANIC OT	0	HOURS @	$56.25	$0
LABORER:	1	HOURS @	$32.00	$32
LABORER OT:	0	HOURS @	$16.00	$0
Delivery Fee	0	Lump Sum	$37.50	$0
	0			

LABOR TOTAL: $647

MATERIALS:	*QUANTITY*		*UNIT PRICE*	
3/4" plywood	6	pcs	$60.00	$360
1-1/2" 20ga angle	10	pcs	$10.00	$100
fastners	1	pcs	$75.00	$75
	0	pcs	$6.50	$0
	0	pcs	$7.50	$0
	0	pcs	$7.50	$0
	0		$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
EQUIPMENT:			$0.00	$0
Small Tools	11	hrs	$5.00	$55
scissor lift	8	hrs	$20.00	$160
SALES TAX:	0.00%			$0

MATERIAL TOTAL: $750

TOTAL COST: $1,397

OVERHEAD:	5%	$70
PROFIT:	5%	$70

TOTAL DUE THIS WORK AUTHORIZATION: $1,537

Thank You

Baker Drywall - Austin, Ltd.
3600 E. Whitestone Blvd.
Cedar Park, TX 78613

Direct Phone: (512)-616-5205
Direct Fax: (512)-616-5252

Baker Drywall

WORK AUTHORIZATION

No. 92429

SHEET NO. _____

DATE 06/24/16

CUSTOMER ORDER NO. _____

PROJECT Williamson County Expo

JOB NO. 12020990

WORK PERFORMED BY Baker

FOR Flint CO

AUTHORIZED BY Mike Smith TITLE Super

DESCRIPTION OF WORK Provide and install 3/4" Fire treated Ply wood to cover 16" x 4" Still tube in East Side Prefunction. Vestibule. #100 above doors #100E 100F / 100G / 100H. 2 Rips in bottom of tube. of Plywood 2 Rips on top of tube. and one P.C. on each Side.

LABOR

NAME	TRADE	ACTUAL HOURS WORKED STRAIGHT TIME	ACTUAL HOURS WORKED PREMIUM TIME
2 men	M	7 hrs each	
1 Mel labor		1	
Supervision		2	
		17 hrs	

MATERIAL

DESCRIPTION	QUANTITY
1 1/2 Still Pins	2 Boxes
[illegible]	
10' x 20 gauge 1 1/2" x 1 1/2" angle	10 P.C.
1 5/8" Wood Screws	1 Box
8" Skill Saw blade	1 P.C.
4' x 8' x 3/4" Plywood	6 P.C.

EQUIPMENT & TOOLS

DESCRIPTION	TIME
Hilti Shot Gun 460	4 hrs
Skill Saw	7 hrs
Scissor lift	7 hrs

TERMS OF WORK AUTHORIZATION

1. Must be paid within 30 days of completion.
2. If change order from contractor is required, change order will be issued within 5 days.
3. Contractor's representation signing has full authority to issue work authorization.
4. Retainage will not be withheld unless agreed in advance.

REMARKS: _____

CONTRACTOR _____ BY _____ BILLING ADDRESS _____

ARCHITECT OWNER _____ BY _____ ADDRESS _____

SUBCONTRACTOR _____ BY _____ BILLING ADDRESS _____

JOB COMPLETED ☐ YES ☐ NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSED:

☐ UNABLE TO CONTACT REPRESENTATIVE

☐ AUTHORIZED BY PHONE

☐ FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE

P1200-B 11/11

Baker Drywall

DATE: July 7, 2016

Work Authorization

TO: Flintco
8100 Cross Park Dr
Austin, TX 78754
Attn: David Freisner

JOB WORK ORDER # 92435

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: See attached

FOREMAN:	1	HOURS @	$45.00	$45
FOREMAN OT:	0	HOURS @	$67.50	$0
MECHANIC	12	HOURS @	$37.50	$450
MECHANIC OT	0	HOURS @	$56.25	$0
LABORER:	0	HOURS @	$32.00	$0
LABORER OT:	0	HOURS @	$16.00	$0
Delivery Fee	0	Lump Sum	$37.50	$0
	0			

LABOR TOTAL: $495

MATERIALS:	*QUANTITY*		*UNIT PRICE*	
6" 20ga studs 16' long	12	pcs	$15.00	$180
6" 20ga Track	4	pcs	$10.00	$40
Mold Tough Sheetrock	1	pcs	$25.00	$25
	0	pcs	$6.50	$0
	0	pcs	$7.50	$0
	0	pcs	$7.50	$0
	0		$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
EQUIPMENT:			$0.00	$0
Small Tools	0	hrs	$5.00	$0
scissor lift	0	hrs	$20.00	$0
SALES TAX:	0.00%			$0

MATERIAL TOTAL: $245

TOTAL COST: $740

OVERHEAD:	5%	$37
PROFIT:	5%	$37

TOTAL DUE THIS WORK AUTHORIZATION: $814

Thank You

Baker Drywall - Austin, Ltd.
3600 E. Whitestone Blvd.
Cedar Park, TX 78613

Direct Phone: (512)-616-5205
Direct Fax: (512)-616-5252

Baker Drywall

WORK AUTHORIZATION

No. 92435

SHEET NO. _____

DATE 06/22/16

CUSTOMER ORDER NO. _____

PROJECT Williamson County EXPO

JOB NO. 12020990

WORK PERFORMED BY Baker

FOR Flintco

AUTHORIZED BY Mike Smith

TITLE Super

DESCRIPTION OF WORK Provide ~~and~~ Material and Frame E S/R a wall in west side of Room Catering 108 between C.L. Q.9 and C.L. R.3 directed by Mike Smith.

LABOR

NAME	TRADE	ACTUAL HOURS WORKED STRAIGHT TIME	ACTUAL HOURS WORKED PREMIUM TIME
2 men	M		6 hrs each
Supervision	F		1
			13 hrs

MATERIAL

DESCRIPTION	QUANTITY
6" x 16' 20 gauge Studs	12 P.C.
6" x 10' 20 gauge Track	4 P.C.
4" x 10' Mold tough S/R	5 P.C.

EQUIPMENT & TOOLS

DESCRIPTION	TIME

TERMS OF WORK AUTHORIZATION

1. Must be paid within 30 days of completion.
2. If change order from contractor is required, change order will be issued within 5 days.
3. Contractor's representation signing has full authority to issue work authorization.
4. Retainage will not be withheld unless agreed in advance.

REMARKS: _____

CONTRACTOR _____ ARCHITECT OWNER _____ SUBCONTRACTOR _____

BY _____ BY _____ BY _____

BILLING ADDRESS _____ ADDRESS _____ BILLING ADDRESS _____

JOB COMPLETED ☐ YES ☐ NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSED:

☐ UNABLE TO CONTACT REPRESENTATIVE

☐ AUTHORIZED BY PHONE

☐ FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE

P1200-B 11/11

Baker Drywall

DATE: July 8, 2016

Work Authorization

TO: Flintco
8100 Cross Park Dr
Austin, TX 78754
Attn: David Freisner

JOB WORK ORDER # 92434

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: See attached

FOREMAN:	1	HOURS @	$45.00	$45
FOREMAN OT:	0	HOURS @	$67.50	$0
MECHANIC	20	HOURS @	$37.50	$750
MECHANIC OT	0	HOURS @	$56.25	$0
LABORER:	2	HOURS @	$32.00	$64
LABORER OT:	0	HOURS @	$16.00	$0
Delivery Fee	1	Lump Sum	$150.00	$150
	0			
			LABOR TOTAL:	$1,009

MATERIALS:	*QUANTITY*		*UNIT PRICE*	
5/8" Wolmanized Plywood	7	pcs	$50.00	$350
Fastners	1	pcs	$50.00	$50
	0	pcs	$25.00	$0
	0	pcs	$6.50	$0
	0	pcs	$7.50	$0
	0	pcs	$7.50	$0
	0		$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
EQUIPMENT:			$0.00	$0
Small Tools	0	hrs	$5.00	$0
scissor lift	10	hrs	$20.00	$200
SALES TAX:	0.00%			$0
			MATERIAL TOTAL:	$600
			TOTAL COST:	$1,609
OVERHEAD:	5%			$80
PROFIT:	5%			$80
			TOTAL DUE THIS WORK AUTHORIZATION:	$1,770

Thank You

Baker Drywall - Austin, Ltd.
3600 E. Whitestone Blvd.
Cedar Park, TX 78613

Direct Phone: (512)-616-5205
Direct Fax: (512)-616-5252

Baker Drywall

WORK AUTHORIZATION

No. 92434

SHEET NO. _____

DATE 07/05/16 CUSTOMER ORDER NO. _____

PROJECT Williamson County EXPO JOB NO. 1202090

WORK PERFORMED BY Baker FOR Flint co

AUTHORIZED BY Mike Smith TITLE Super

DESCRIPTION OF WORK Install 90" of womanized Plywood. outside of office #113-112-111-110 East Side Exterior, and install 16' of womanized Plywood on East Side of Ticket buildings. Remove the dems Glass. to install the ⅝" Plywood.

LABOR

NAME	TRADE	ACTUAL HOURS WORKED STRAIGHT TIME	ACTUAL HOURS WORKED PREMIUM TIME
2 men	M	10 hrs each	
Supervision	-	1 hrs	
Clean up		2 hrs	
		23 hrs	

MATERIAL

DESCRIPTION	QUANTITY
4'x8'x⅝ Plywood womanized	7 P.C
1⅛ Sell drillings	1 Box

EQUIPMENT & TOOLS

DESCRIPTION	TIME
Delivery	2 hrs
Scissor lift all terrain	10 hrs

TERMS OF WORK AUTHORIZATION

1. Must be paid within 30 days of completion.
2. If change order from contractor is required, change order will be issued within 5 days.
3. Contractor's representation signing has full authority to issue work authorization.
4. Retainage will not be withheld unless agreed in advance.

REMARKS: _____

CONTRACTOR _____ ARCHITECT OWNER _____ SUBCONTRACTOR _____

BY _____ BY _____ BY _____

BILLING ADDRESS _____ ADDRESS _____ BILLING ADDRESS _____

JOB COMPLETED ☐ YES ☐ NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSED:

☐ UNABLE TO CONTACT REPRESENTATIVE

☐ AUTHORIZED BY PHONE

☐ FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE

P1200-B 11/11

Construction Rent-A-Fence, Inc.
(Permanent Fencing Division)

P.O. Box 65
Thrall, Texas 76578

Ph: (512) 898-2551
Fax: (512) 898-2044

REVISION #4 PROPOSAL

7/22/2016

Flintco
Attn: David

Williamson County Expo Center
Taylor, Texas

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Base Bid

8' Galvanized Chain Link Fence (Perm):

1176' of 8' 9ga. 2.0oz 2" diamond galvanized chain link, 3" gate posts for 4' walk gates, 8' double drive swing gates, 4" gate posts for 16' double drive swing gate, 14' and 30' cantilever gates, 3" terminal posts, 2 3/8" line posts spaced 10' on center, 1 5/8" top rail and braces, 7ga. Bottom tension wire, 2-4'manual walk gates with standard gate hardware, 1-8'manual double drive swing gates with standard gate hardware, 3-8'manual double drive swing gates with Double Detex 10 Weatherized Panic bar set up (Non-Removable Mullions), 1-14'manual steel cantilever gate, 1-16'manual double drive swing gate with standard gate hardware, 2-30'manual steel double slide cantilever gates with standard gate hardware @ $51,834.00

8' Galvanized Chain Link Fence (Electrical Yard):

45' of 8' 9ga. 2.0oz 2" diamond galvanized chain link, 3" gate and terminal posts, 2 3/8" line posts, 1 5/8" top rail and braces 7ga. bottom tension wire, 1-3'manual walk gate with Detex 10 Weatherized Panic hardware set up @ $4,500.00

8' Ornamental Fence and Gates at Entry:

38' of 8' Ameristar Montage Commercial Majestic 3 Rail fence with 2 ½" 14 gauge posts, 3-8'manual double drive swing gates, **(3)** Double Detex 10 Weatherized Panic hardware set ups, 3 keyed removable center mullions with 2" square header piece through bolted to gate posts @ $24,575.00

Total Proposal Based on New Drawings: @ $80,909.00

Items that Were Changed From Original Plan:

--Deleted 24' of 8' Chain Link Fence

--Deleted 1-12'cantilever gate

--Deleted Storage Room Pipe Ceiling

--Added 1-8' double drive chain link gate with header, Double Detex Panic Bars, Non-Removable Mullion

--Added 2 Double Detex Panic Bars, and removable mullions to existing ornamental gates

--Added 1 Single Detex Panic Bar to existing ornamental double gate so both gate leafs have panic hardware

--Added a total of 6 cane bolts to the entry ornamental gates

****The current specified panic bars, gate hinges, and removable mullions are considered top of the line. Lead time is approximately 4-6 weeks on panic bar items.**

We can offer the following Panic bar set ups and save money and time:
---To switch (13) Detex 10 Weatherized Panic Bar Set Ups to 13 Detex 6045 Superior Panic Bar set ups would save $4,030.00.
---To switch (13) Surefit Ready Close Hinges to (13) Shut It Self Closing Badass hinges would save $2,275.00.

******All framework figured as Sch. 40, Import**

******There were no post sizes given in the written specifications or plan details.**

******The panic bar kits are considered the top of the line. We have installed several of these type of Detex panic bar set ups on schools in Dallas area over the past 5 years and they have held up well.**

******Grounding was not figured in my proposal above due to another bid package calling it out. If grounding is needed, please ADD $135.00 per grounding location for the fencing.**

******All knox boxes/padlocks, surveying, interior slide gates, windscreen, concrete beams, concrete walls, R-Panel enclosures, concrete mow strips, permits, clearing, grubbing, demo, removal, and anything not specifically stated above is figured by others.**

******Sales tax is excluded from this proposal.**

******Jobsite is less than 6 miles from our home office. I definitely want to work with your company on this project. Please give me a call with any questions.**

******Construction Rent-A-Fence, Inc. is a HUB Certified Business in the State of Texas.**

******Construction Rent-A-Fence, Inc. is a WBE Certified Business with the NCTRCA.**

All material is guaranteed, and the above work is to be performed in accordance with the drawings and specifications submitted for above work for the sum of ($ **SEE ABOVE**) payments to be made as follows (arrangements to be made).Respectfully submitted by: Kevin Massar

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. 1 ½% interest on all accounts past due 30 days.

Signature: _____ Date: _____

Printed Name: _____

Any alteration or deviation from above specifications involving extra cost will be executed only on written order and will become an extra charge over and above the estimate.

**** **Utilities must be marked before any digging can be done!**

**** Fence bid is based on fence line being cleared of all obstacles.

**** Price good for 30 days. After 30 days call for new quote!

**** Exclusions: Sales tax, all electrical, conduit, trenching, permits, licensing, damage to underground utilities, clearing, grading, staking, grounding, chains, locks, any access control equipment, bonds, and any removal!

July 21, 2016

David Freisner
Flintco

Ref: Plywood Baking and Framing Substrate per ASK-014

Mr. Freisner,

Please note the following change in price per your request. The following is a breakdown in cost. If you have any questions call me at your convenience.

1. Labor and material for framing and plywood at metal building per Option A on ASK-014.

Breakdown:

Material:			
3-5/8" 18ga studs	200 lf @ 1.30/ lf	$	260.00
3-5/8" 18ga track	180' lf @ 1.20/ lf	$	216.00
5/8" Hoover X Plywood	10 sheets @ 60.00/sheet	$	600.00
Fasteners	1 pcs @ 75.00	$	75.00
Material Sub Total		**$**	**1,151.00**
Labor:			
Framing Labor	48 hrs @ 37.00	$	1,776.00
Plywood Labor	24 hrs @ 37.00	$	888.00
Delivery	4 hrs @37.00	$	148.00
Labor Sub Total		**$**	**2,812.00**
Equipment		$	500.00
Markup		$	446.00
Total Add		**$**	**4,909.00**

Jerry Smith
Baker Drywall Austin Ltd.

David Freisner

From: Cody Marshall <cmarshall@chamberlinltd.com>
Sent: Wednesday, July 20, 2016 12:59 PM
To: David Freisner
Cc: Aaron Reyna
Subject: RE: Williamson County A E Services - RFI Responded to and Closed - Structural Support for Personal Fall Ancho... - RFI:RFI 131:6EFB9

Categories: Cost Implications

David,

See below for revised pricing.

For us to flash (12) roof anchor points on 2 roofs – this will be $ 400/ea = $ 4,800.00.

For us to furnish and install ~ 150 LF of TPO walk pads at West Concession, this will be $ 18/LF = $ 2,700.00

For us to furnish and install ~ 110 LF of TPO walk pads at (1) roof on pre-function building, this will be $ 18/LF = $ 1,980.00

Total for this RFI/ASI = $ 9,480.00

Thank you,

Cody Marshall
Project Estimator - Roofing & Sheet Metal

Chamberlin Roofing & Waterproofing
1515 Dungan Ln. Suite 210 | Austin, TX | 78754
512-275-1600 (main) | 512-275-1600 (direct) | 512-538-9703 (mobile)
cmarshall@chamberlinltd.com | www.chamberlinltd.com



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ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	$867,750.00	$ (867,750.00)	$0.00	$729,577.11
SOFT COST	$622,113.50	$ (211,078.48)	$411,035.02	$125,744.28
GMP (SEE GMP BALANCES ON SHEET 2)	$10,978,073.00	$ (10,496,683.00)	$481,390.00	$6,152,533.00
SUBTOTALS	**$12,467,936.50**	**$ (11,575,511.48)**	**$892,425.02**	**$7,007,854.39**

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			($500,000.00)
	PCO#020 - Transfer to Owner Contingency			($400,000.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			($15,108.00)
Construction Manager Contingency - Subtotal		$1,125,458.00	$0.00	($915,108.00)
Construction Manager Contingency - Total			$1,125,458.00	**$210,350.00**

Owner's Construction Contingency		$253,228.00		
	PCO#011 - Transfer from CM Contingency			$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			($24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			($489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			($14,579.00)
OCO#004	PCO#018 - Concrete Protection			($2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			($12,860.00)
	PCO#020 - Transfer from CM Contingency			$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competion			($399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			($162,409.00)
OCO#007	Electrical Upgrades			($15,225.00)
OCO#008	NOT ACCEPTED			$0.00
OCO#009	Accept Fall Protection Scope Removal and Added Rain Days			$0.00
OCO#010	Additional Concrete at South End of Existing Arena			($7,316.00)
Owner's Construction Contingency - Subtotal		$253,228.00	$0.00	($227,592.00)
Owner's Construction Contingency - Total			$253,228.00	**$25,636.00**

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		$462,602.00		
	PCO#010 - Removal of 6 Trees			($2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			($4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			($673.00)
OCO#007	Added Scope through ASI 005			($58,207.00)
OCO#010	PEMB Roof Modifications at Covered Penning			($48,774.00)
OCO#011	Additional Scope for RFI's and ESI 005			($29,358.00)
OCO#012	Paint Existing Arena Structure and Misc.			($68,925.00)
OCO#013	Steel, Concrete, Drywall and Lighting Revisions			($18,485.00)
Future Buyout Delta - Subtotal		$462,602.00	$0.00	($217,198.00)
Future Buyout Delta - Total			$462,602.00	**$245,404.00**

Commissioners Court - Regular Session **20.**

Meeting Date: 08/02/2016

Engineering Services for Williamson County Parking Garage

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract for Engineering Services between Williamson County and Balcones Geotechnical PLLC relating to the Williamson County Parking Garage.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Balcones PSA - Parking Garage - Engineering Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:54 AM
Form Started By: Sarah Ramos		Started On: 07/28/2016 11:47 AM
Final Approval Date: 07/28/2016		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Balcones Geotechnical PLLC ("Engineer")**
ADDRESS: **5926 Balcones Drive, Suite 230, Austin, TX 78731**
PROJECT: **Williamson County Parking Garage ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 3
ENGINEERING SERVICES

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

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

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

ARTICLE 4
CONTRACT TERM

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

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

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

The maximum amount payable under this Contract, without modification, **Two hundred forty nine thousand four hundred thirty eight and no/100 Dollars ($249,438.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Senior Director. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

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

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

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for

[b] *See* Art. 6, *supra.*

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Department of Infrastructure
Attn: Senior Director
3151 S.E. Inner Loop
Georgetown, Texas 78626

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

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

John A. Wooley, PE
Balcones Geotechnical PLLC
5926 Balcones Drive, Suite 230
Austin, TX 78731

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall

notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

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

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

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000.00 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

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

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

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

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

   With copy to: Williamson County Department of Infrastructure
   Attn: Senior Director
   3151 S.E. Inner Loop
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: Williamson County Department of Infrastructure
Attn: Senior Director
3151 S.E. Inner Loop
Georgetown, Texas 78626

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

Engineer: John A. Wooley, PE
Balcones Geotechnical PLLC
5926 Balcones Drive, Suite 230
Austin, TX 78731

ARTICLE 32
GENERAL PROVISIONS

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

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

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

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its

employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

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

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County.

Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the

Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

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

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

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

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives

for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____, 20____

ENGINEER

BALCONES GEOTECHNICAL PLLC

By John A Wooley

Printed Name: John A. Wooley, PE

Title: Principal

Date: July 28, 2016

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

BALCONES GEOTECHNICAL, PLLC
Name of Firm

Signature of Certifying Official

John A. Wooley, PE
Printed Name of Certifying Official

Principal
Title of Certifying Official

July 25, 2016
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____,on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES
Balcones Geotechnical, PLLC

Geotechnical Scope

The engineering services shall be as outlines in the enclosed letter proposal dated May 27, 2016 from John A. Wooley P.E. to Robert B. Daigh P.E. All references to Balcones Geotechnical, PLLC, BGP, and any pronouns referring to same (ours, us, we, etc.) shall mean the "Engineer" as defined in the Contract. Any references to county, Williamson County, owner, you, or your shall men the "County" as defined in the contract.

As set out in the Contract, to the extent there is an irreconcilable conflict between the terms and conditions set forth in the Contract or any Contract Amendment and the terms and conditions set forth in any Exhibits, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to tis Contract.

Balcones Geotechnical 5926 Balcones Drive, Suite 230 Austin, Texas 78731 Phone: 512-380-9969
TBPE Firm Registration F-15624

Mr. Robert B. Daigh, PE
Williamson County Transportation and Infrastructure
3121 Southeast Inner Loop, Suite B
Georgetown, Texas 78626

Proposal No. 0116-020
May 27, 2016

Proposal for Geotechnical Investigation
Williamson County Criminal Justice Center Parking Garage
Georgetown, Texas

Submitted here is our proposal to perform a geotechnical investigation for the above referenced project as a result of litigation associated with the structure. Bryant Consultants, Inc. (BCI) has issued a report dated November 14, 2014 which asserts that the existing foundation for the garage has settled nearly 6 inches in one location and has attributed this to an inadequate design and a highly weathered and faulted rock mass. The report further states that the foundation for the structure cannot support additional load associated with a planned future vertical expansion. Balcones Geotechnical, PLLC (BGP) and others have opined that it is not clear whether settlement has occurred, or whether the foundation was initially cast out of compliance with planned elevation. This investigation will be undertaken to try to determine if the existing founding rock mass is capable of supporting additional loads of an expansion, or if there is some currently undetected defect within the supporting rock mass which would make expansion without remediation impossible. **Our investigation is limited to foundation elements along Column Lines E.1 and C.2.**

The geotechnical investigation for the project will include field, laboratory, and engineering phases. The following sections of this proposal include the scope of services in the three study phases, a cost estimate, and an estimated schedule.

Field Investigation

Based on previous work in the area, the project site is underlain by weathered rock and un-weathered rock of both the Georgetown and Edwards formations, with the Edwards limestone on the west side and the Georgetown limestone on the east side of the project. The interface between these formations is believed to be a fault gouge zone associated with an inactive ancient fault suspected to have a throw of about 50 to 100 feet. It is further speculated by this author that the fault gouge zone may be on the order of 10 to 30 feet wide. The strike and dip of the fault(s) are unknown. Balcones Geotechnical proposes to investigate site conditions using both geophysical methods and confined space drilling methods. The **field investigation will be a phased approach**, as discussed in the following paragraphs of this proposal.

Geophysics Investigation - Phase 1. We will include a targeted geophysics investigation of the garage to help determine if the theorized fault might have a profound impact on rock characteristics along Column Lines C.2 and E.1, and if it can be delineated in space.

Accordingly, we have engaged Round Rock Geophysics, LLC (RRGeo) to prepare a scope and proposal after a site visit to the garage. RRGeo will conduct both a Ground Penetrating Radar (GPR) survey of much of the ground floor area of the garage. In addition, surface seismic refraction will be used to try to target the fault zone after the GPR work. Finally, RRGeo will provide targeted cross-hole seismic testing in several of the boreholes drilled as part of this investigation, should we determine that beneficial information would be derived from that exercise. The cross-hole portion of the work will be designated as Phase 5 (see below).

Rock Coring and Dilatometer Testing – Phases 2 thru 5. Depending on what we discover in Phase 1 and in the initial borings, BGP proposes drilling up to 10 core borings and several rock bit borings to provide access for dilatometer testing in the lower level of the parking garage. Unfortunately, there are not any local specialty drill rigs capable of operating with limited head room of 8 feet (bottom of double tees) to 10.2 feet (top of double tee), so we are mobilizing a specialty drill rig from out of state. It should be noted that our proposal cost is production-impacted, therefore ultimate quantities of borings will be determined based upon actual production rates we are able to achieve in the field. Below we summarize our drilling campaign:

- **Phase 2:** 3 to 5 HQ core borings to no deeper than 40 feet depth below slab level will be targeted inside the drilled shafts (or very close to the drilled shafts) along column line E.1. The purpose of HQ size core is to minimize rock disturbance and achieve the best rock core recovery and RQD immediately below the drilled shafts.

- **Phase 3 (Optional):** Depending on results of Phases 1 and 2, and on drilling production rates, Rock Dilatometer/Pressuremeter (RD/P) testing may be performed in several NQ-size holes at several intervals near and/or below the base of nearby drilled shafts on the E.1 column line. If tooling and time allow, the NQ size hole may be extended through one or more of the HQ holes to perform the test. The purpose of this testing is to determine the elastic properties of the rock mass for use in calculating future settlement. Use of a Probex Rock Dilatometer is anticipated, although a pressuremeter may be more appropriate depending on rock mass rating and rock quality.

- **Phase 4:** About 4 or 5 HQ core borings will be cored to depths of no greater than 40 feet at locations deemed appropriate near the E.1 and C.2 column lies. The locations of these core borings will be dependent on findings of Phases 1, 2 and 3. These final borings could be once again targeted inside drilled shafts on the E.1 column line, or they could be used near the C.2 column line.

- Downhole photographs of selected boreholes will be taken to evaluate rock fractures and possible void spaces.

- Since the RD/P operates in an NQ hole but not a HQ hole, and since we desire HQ cores for better rock quality determination, we may alter our program by drilling all borings with HQ size core until we encounter the RD/P Test Zone, whereupon we could

switch to NQ core size to get the best of both systems. After the dilatometer/pressuremeter testing, we will open some of the boreholes to HQ size, to accommodate PVC casing which will be needed for the cross-hole seismic work, if we deem that of value based on previous campaign findings.

- **Phase 5 (Optional):** Depending on the results of Phase 1 through 4 and drilling production rates, downhole (cross-hole) seismic testing may be conducted down companion core holes and across the site using some or all borings and a cross-hole tomographic profile would be developed. This will require PVC casing to be grouted into the boreholes to achieve good acoustic coupling. Due to hole size limitations, some of the testing may use a surface generated source impulse, rather than a cross-hole source.

Total HQ core drilling footage should be about **250 to 350 feet, with a smaller depth of borings to accommodate the RD/P,** should RD/P testing be elected. After completion of the drilling activities, the PVC-cased holes will be fitted with a temporary surface completion cover for future access. Eventually, these PVC access locations may be grouted or left in place. If future remedial work is determined to be necessary, these holes could be used for grouting the foundation. The cost for future backfilling of the PVC casing is not included in this cost estimate. **Because of the variety of different activities, all drilling, testing and grouting activities will be provided on an "hourly(daily)" basis. All required materials are included in the Lump Sum Mobilization cost.**

In order to conduct this investigation, we require the following: 1.) **access to a nearby fire hydrant** for drill water, 2.) **use of the parking lot immediately east of the project** for use as a staging and storage area for our drill equipment, 3.) permission for the use of diesel engines on the drill rig within the garage lower levels, 4.) permission to store drill cuttings in 55 gallon barrels until time to be disposed of, and 5.) **disposal of drill cuttings by WILCO.**

Laboratory Testing

Laboratory testing will be simple and focused on the rock core samples. Unconfined compression and uniaxial compression tests (with strain measurements) will be conducted on selected rock core specimens to evaluate the compressive strength and stress strain behavior (elastic modulus) of the subsurface strata. Depending on rock core recovery and quality, we expect to perform at least 2 of these tests on rock core from each boring.

Engineering Report

Engineering analyses of the results of the field and laboratory data, as well as the field investigation data, will be conducted to draw conclusions as to the central question of whether or not the foundation system, as currently constructed, can support the additional intended dead

and live loads. **The report will be directed towards column lines C.2 and E.1 only.** The culmination of our evaluations will be presented in a technical report. Our final report of the investigation will include the following:

1. Geophysics Report of Findings, including discussion of techniques used together with sketches and drawings the assist with interpretation of geophysical testing, ultimately opining as to the possible existence and probable location of the suspected fault;
2. General subsurface conditions indicated by the new high-quality borings associated with this campaign, including boring logs with descriptions of strata, summaries of laboratory test results, and water levels obtained at the time of drilling;
3. Boring and test location plan;
4. Tabular and plotted results of downhole Rock Dilatometer testing with projection of lift off pressure and elastic modulus;
5. Correlation between the Rock Core Recovery and RQD, with elastic modulus values established for uniaxial compression testing and Dilatometer testing, if possible;
6. Copies of downhole photographs from selected boreholes; and
7. Ultimately, our interpretation of whether or not it is our opinion that the existing foundation system supporting column lines C.2 and E.1 is capable of sustaining additional loads associated with the planned expansion.

Cost Estimate

Based on the scope of work outlined above we estimate that the cost to conduct this investigation will be about **$248,000.00**. The breakdown of this cost estimate is presented below:

Field Geophysics – ($26,000)

Preparation, Mobilization/Demobilization (Lump Sum)	$	3,500.00
Surface Seismic Refraction Tomography (Lump Sum)	$	5,500.00
Ground Penetrating Radar Survey (Lump Sum)	$	6,000.00
Cross/Down-Hole Seismic Testing (Lump Sum)	$	6,500.00
Geophysics Report (Lump Sum)	$	4,500.00

Drilling, Dilatometer Testing, Downhole Camera – ($123,500)

Mobilization/Demobilization, TerraFirm (Lump Sum)	$	15,000.00
Setup, Drilling, Setting Casing, (incl. Logging)		

11 days at $6,800/day	$ 74,800.00
Materials	$ 3,700.00
Dilatometer Testing	
Equipment Rental and mobilization (Lump Sum)	$ 15,000.00
Dilatometer Testing: 20 hrs. at $200/hr.	$ 4,000.00
Down-hole Core Photography	
Downhole Camera Rental, 3 weeks at $3,000/wk.	$ 9,000.00
Downhole Photography, 16 hrs. at $125/hr.	$ 2,000.00
Laboratory Testing	$ 3,500.00
Technical Services – Drafting, Field Oversight and Drafting	$ 17,500.00
Field Oversight	$ 30,000.00
Meetings and Coordination	$ 2,500.00
Engineering - Analyses, Recommendations and Report	$ 45,000.00
Total Cost Estimate	**$ 248,000.00**

Field services (geophysics, drilling, dilatometer testing and borehole photography) will be invoiced in accordance with the unit fees stated in the table above, while laboratory testing and engineering staff time will be invoiced in accordance with the attached fee schedule.

This estimated fee is based on the following:

1. The boring locations will be located in the field by our field crew and we will clear utilities prior to drilling by calling in locations to One-Call, and reviewing them with Williamson County Facilities Management;
2. Unlimited and exclusive access to the garage bottom level will be possible for a period of at least one month;
3. Our drilling contractor will be granted unlimited access to a nearby fire hydrant for drilling fluids; and
4. On site electricity may be accessed by our drilling contractor.

During the course of the investigation, we may decide to modify our field program based on data obtained to date during this investigation. This may result in a variation from these quantities, but our focus will be on using our time and budget wisely to acquire adequate data to achieve our goals of a realistic assessment of the existing

foundation. Although unlikely, it is possible that our estimated fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, **the maximum fee will not be exceeded without the client's prior authorization.** Required additions to the above scope of services would be invoiced in accordance with the attached fee schedule for consulting services and laboratory testing. Field Investigation fees will be in accordance with the unit rates stated above in this proposal.

Schedule

Weather and site conditions permitting, field operations can start soon after formal authorization to proceed. We propose to conduct the geophysics investigation first, which could commence within 2 weeks of authorization. The geophysics survey would require about two weeks before we would begin the drilling campaign. Borings will take about four to five weeks to complete. Under normal circumstances, laboratory testing and report preparation will take an additional six to eight weeks to complete. Overall project schedule would require about 4 months. We will keep you verbally informed of our findings as they become available.

* * *

We appreciate the opportunity to submit this proposal and scope of services and look forward to working with you on this project. Please call if we can answer any questions or if you would like to discuss this proposal.

Sincerely,

Balcones Geotechnical, PLLC
TBPE Firm Reg. F-15624

John A. Wooley

John A. Wooley, P.E.
Principal

Attachment: Unit Fee Schedule

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1. Field Investigation: Drilling and Pavement Testing

1.1 Mobilization and demobilization, per mobilization and setup

1.1.1 Drill truck, water truck, pickup, and crew..... $ 3.75/ mile

1.2.3	Pavement Cores through Concrete and Base.....	$	550.00/ea.
1.3.	Drilling and sampling, continuous to 10 ft. and 5 ft. intervals thereafter		
1.3.1	Drilling and sampling 0 to 50 ft.	$	20.00 /foot
1.3.2	Drilling and sampling 50 to 100 ft.	$	28.00/ foot
1.4.	Thin walled tube sample.....	$	20.00/each
1.5.	Standard Penetration or TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock	$	27.50/ foot
1.6.2	Drilling in hard rock or vuggy rock	$	29.50/ foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/ foot
1.7.2	Rock	$	19.00/ foot
1.8.	Casing of boreholes	$	15.00/ foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control.....	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices	$	Cost
1.11.	Materials for piezometers, grouting, etc.	$	Cost
1.12.	Surveying, Traffic Control or other outside contractors	$	Cost
1.13.	Standby	$	250.00/hour
1.14.	Per Diem for out-of-town assignments, per person.....	$	Cost
1.15.	High-pressure steam cleaner.....	$	400.00/ day
1.16.	OVA meter	$	Upon Request
1.17.	55 Gallon Steel drums for drill cuttings	$	85.00/each
1.18.	Plugging boreholes with bentonite chips	$	8.00/ foot
1.19.	Specialty Confined Space Drilling – Track Rig (Crux)		
1.19.1	Mobilization from WA.....	$	34,230.00/ LS
1.19.2	Cutting/Repairing Slab		$650.00/location
1.19.3	Water Truck.....	$	195/day
1.19.4	Working Rate (w/logger)	$	680.00/ hour

1.19.5	Dilatometer Testing		
	Equipment Rental and Mobilization	$	15,000.00/LS
	Dilatometer Testing	$	765.00/hour
1.19.6	COBL Borehole Photography	$	1,340/boring
1.19.7	Crew Standby	$	525.00/hour
1.20.	Specialty Confined Space Drilling – Portable Electric/Hydraulic Rig (TerraFirm)		
1.20.1	Mobilization plus Materials	$	15,000.00/ LS
1.20.2	Drilling Rate (w/logger)	$	6,800.00/day
1.20.3	Standby during Dilatometer Testing	$	680.00/ hour
1.21.	RD/P (Dilatometer/Pressuremeter) Testing		
1.21.1	Mobilization	$	15,000.00/ LS
1.21.2	Working Rate	$	200.00/hr.
1.21.3	Data Processing and Report	$	350.00/test
1.21.4	Standby	$	1,200.00/day
1.21.5	Damaged Membranes and Shields	$	300.00/ea.
1.22.	Downhole Borehole Photography		
1.22.1	Mobilization	$	1250.00/ea.
1.22.2	Downhole Camera Base Rate	$	3,000.00/wk.
1.22.3	Photography Operating Rate	$	125.00/hr.

Laboratory Tests

2.1.	Natural water content and soil classification	$	15.00/each
2.2.	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	85.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	65.00/each
2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	Texas Triaxial (TxDOT TEX-117-E)	$	1,800.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point

2.18.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22.	Chemical and analytical testing by outside laboratory		Cost

2. Engineering and Technical Personnel

3.1.	Senior Consultant/ Project Principal	$	225.00/hour
3.2.	Senior Project Engineer	$	185.00/hour
3.3.	Project Manager	$	170.00/hour
3.4.	Project Engineer	$	135.00/hour
3.5.	Project Geologist	$	95.00/hour
3.6.	Laboratory Manager	$	95.00/hour
3.7.	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	85.00/hour
3.9.	Technician and Draftsperson	$	70.00/hour
3.10.	Admin. Assistant	$	60.00/hour

3. Report Reproduction and Miscellaneous

4.1	Outside services, printing, reproduction, etc.	$	Cost
4.2.	Outside technical assistance	$	Cost
4.3.	Transportation	$	IRS Rate
4.4.	Pickup Truck	$	75.00/day
4.5.	Per Diem for out of town, overnight lodging	$	Cost

Rates for other tests and services quoted on request
May 27, 2016

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: Parking Garage

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20___.

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

EXHIBIT D

RATE SCHEDULE
FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1. Field Investigation: Drilling and Pavement Testing

1.1	Mobilization and demobilization, per mobilization and setup		
1.1.1	Drill truck, water truck, pickup, and crew	$	3.75/ mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/ mile
1.1.3	Setup and moving between boring locations	$	150.00/each
1.2.	Specialty Drilling		
1.2.1	All-terrain vehicle with drill rig (additional charge)	$	600.00/ day
1.2.2	Pavement Cores through HMAC and Base	$	400.00/ea.
1.2.3	Pavement Cores through Concrete and Base	$	550.00/ea.
1.3.	Drilling and sampling, continuous to 10 ft. and 5 ft. intervals thereafter		
1.3.1	Drilling and sampling 0 to 50 ft.	$	20.00 /foot
1.3.2	Drilling and sampling 50 to 100 ft.	$	28.00/ foot
1.4.	Thin walled tube sample	$	20.00/each
1.5.	Standard Penetration or TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock	$	27.50/ foot
1.6.2	Drilling in hard rock or vuggy rock	$	29.50/ foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/ foot
1.7.2	Rock	$	19.00/ foot
1.8.	Casing of boreholes	$	15.00/ foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices	$	Cost
1.11.	Materials for piezometers, grouting, etc.	$	Cost
1.12.	Surveying, Traffic Control or other outside contractors	$	Cost
1.13.	Standby	$	250.00/hour
1.14.	Per Diem for out-of-town assignments, per person	$	Cost
1.15.	High-pressure steam cleaner	$	400.00/ day
1.16.	OVA meter	$	Upon Request
1.17.	55 Gallon Steel drums for drill cuttings	$	85.00/each
1.18.	Plugging boreholes with bentonite chips	$	8.00/ foot
1.19.	Specialty Confined Space Drilling – Track Rig (Crux)		
1.19.1	Mobilization from WA	$	34,230.00/ LS

1.19.2	Cutting/Repairing Slab		$650.00/location
1.19.3	Water Truck	$	195/day
1.19.4	Working Rate (w/logger)	$	680.00/ hour
1.19.5	Dilatometer Testing		
	Equipment Rental and Mobilization	$	15,000.00/LS
	Dilatometer Testing	$	765.00/hour
1.19.6	COBL Borehole Photography	$	1,340/boring
1.19.7	Crew Standby	$	525.00/hour

1.20. Specialty Confined Space Drilling – Portable Electric/Hydraulic Rig (TerraFirm)

1.20.1	Mobilization plus Materials	$	15,000.00/ LS
1.20.2	Drilling Rate (w/logger)	$	6,800.00/day
1.20.3	Standby during Dilatometer Testing	$	680.00/ hour

1.21. RD/P (Dilatometer/Pressuremeter) Testing

1.21.1	Mobilization	$	15,000.00/ LS
1.21.2	Working Rate	$	200.00/hr.
1.21.3	Data Processing and Report	$	350.00/test
1.21.4	Standby	$	1,200.00/day
1.21.5	Damaged Membranes and Shields	$	300.00/ea.

1.22. Downhole Borehole Photography

1.22.1	Mobilization	$	1250.00/ea.
1.22.2	Downhole Camera Base Rate	$	3,000.00/wk.
1.22.3	Photography Operating Rate	$	125.00/hr.

Laboratory Tests

2.1.	Natural water content and soil classification	$	15.00/each
2.2.	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	85.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	65.00/each
2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each

2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	Texas Triaxial (TxDOT TEX-117-E)	$	1,800.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point
2.18.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22.	Chemical and analytical testing by outside laboratory		Cost

2. Engineering and Technical Personnel

3.1.	Senior Consultant/ Project Principal	$	225.00/hour
3.2.	Senior Project Engineer	$	185.00/hour
3.3.	Project Manager	$	170.00/hour
3.4.	Project Engineer	$	135.00/hour
3.5.	Project Geologist	$	95.00/hour
3.6.	Laboratory Manager	$	95.00/hour
3.7.	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	85.00/hour
3.9.	Technician and Draftsperson	$	70.00/hour
3.10.	Admin. Assistant	$	60.00/hour

3. Report Reproduction and Miscellaneous

4.1	Outside services, printing, reproduction, etc.	$	Cost
4.2.	Outside technical assistance	$	Cost
4.3.	Transportation	$	IRS Rate
4.4.	Pickup Truck	$	75.00/day
4.5.	Per Diem for out of town, overnight lodging	$	Cost

Rates for other tests and services quoted on request

May 27, 2016

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

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

2. Travel Reimbursement

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50-mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50-mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

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

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **21.**

Meeting Date: 08/02/2016

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 Cooperation Agreement with the City of Austin for the Lakeline Blvd. Right Turn Lanes.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lakeline ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Form Started By: Charlie Crossfield		Started On: 07/28/2016 09:53 AM
Final Approval Date: 07/28/2016		

LAKELINE BOULEVARD RIGHT TURN LANES
INTERLOCAL COOPERATION AGREEMENT
CITY OF AUSTIN AND WILLIAMSON COUNTY

This Interlocal Cooperation Agreement is made and entered into by and between the City of Austin, Texas (the "City") and Williamson County, Texas (the "County"), hereinafter collectively referred to as the "Parties", upon the premises and for the consideration stated herein.

The County intends to design, award, construct and inspect improvements to Lakeline Boulevard that add right turn lanes on eastbound Lakeline Boulevard at the intersection with Lakeline East Apartments, Pecan Park Boulevard, and the HEB driveway ("Roadway Improvements," or "Project," as indicated by context). A map showing the location of the Project is attached to this agreement as Exhibit "A" and proposed typical sections of the Project is attached to this agreement as Exhibit "B".

The City will assume responsibility for the operation and maintenance of the improved segment of Lakeline Boulevard following the completion and final acceptance of the Project.

The Parties intend to conform to this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.;

NOW, THEREFORE, the Parties agree as follows:

1. Project Management.

   (a) The County will provide management services for the design, award, development, construction and inspection of the Roadway Improvements, with oversight by the City Public Works Department, as set forth herein.

   (b) The City's Public Works Director (the "City's Director") will act on behalf of the City with respect to the Roadway Improvements, coordinate with the County, receive and transmit information and instructions, and will have complete authority to interpret and define the City's policies and decisions with respect to the Roadway Improvements. The City's Director will designate a representative ("City Representative") to transmit instructions and act on behalf of the City with respect to the Roadway Improvements.

   (c) The Director of Road and Bridge of the Williamson County Department of Infrastructure (the "County's Director") will act on behalf of the County with respect to the Roadway Improvements, coordinate with the City, receive and transmit information and

instructions, and will have complete authority to interpret and define the County's policies and decisions with respect to the Roadway Improvements. The County's Director will designate a County Project Manager and may designate other representatives to transmit instructions and act on behalf of the County with respect to the Roadway Improvements.

(d) If a disagreement between City and County arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the City Representative and the County Project Manager, it shall be referred as soon as possible to the City's Director and the County's Director for resolution. If the Directors do not resolve the issue, it shall be referred as soon as possible to the Assistant City Manager responsible for Public Works and the Williamson County Senior Director of Infrastructure for resolution.

2. Project Development.

(a) The County will be responsible for the management of the design, award and construction of the Roadway Improvements, including (i) the engineering design and plans and specifications for the Roadway Improvements, (ii) the surveying, (iii) the construction, (iv) the inspection and testing and any required permitting and any required environmental assessments and clearances associated with the Roadway Improvements, and (v) the establishment and implementation of any required public notification, education, and response process.

(b) The plans and specifications for the Roadway Improvements shall be in accordance with the design and construction standards applicable under Title 30, Austin City Code (Austin/Travis County Subdivision Regulations), unless otherwise agreed by the Parties. All preliminary and final designs shall be submitted to the City's Development Assistance Center and approved by the City prior to bid.

(c) The County will ensure that the design engineer provides professional liability, automobile liability, and general liability insurance in accordance with the standard requirements of the City for such roadway improvements, during the term of the design and construction and the County will have the City and the County named as an additional insureds with respect to such general liability and automobile liability coverage.

(d) The County and, to the extent set forth herein, the City will be responsible for the review and approval of the engineering design, plans and specifications and for final construction inspection for the Roadway Improvements. In addition, the County and, to the extent set forth herein, the City will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Improvements, during the development and construction of the Roadway Improvements.

(e) [Reserved].

(f) [Reserved].

(g) The Parties will participate in joint review meetings with representatives from all affected City and County Departments in order to avoid and resolve conflicts in review comments.

(h) The County shall require the contractor to immediately take any appropriate remedial action to correct any deficiencies identified by the City.

3. Improvements Bidding & Award of Construction Contract.

The County shall solicit bids for the construction of the Roadway Improvements based on the approved plans and specifications and in accordance with applicable state and local bidding laws and practices.

4. Additional Management Duties of the County. The County hereby covenants and agrees to provide to the City:

(a) four (4) sets of the plans and specifications for the construction of the Roadway Improvements within ten days after this Agreement takes effect or within ten days after County receives final plans and specifications, whichever is later;

(b) written notice of the schedule for the construction within ten days after this Agreement takes effect;

(c) written notice of the bid tabs for the Roadway Improvements within ten days after this Agreement takes effect or within ten days after bid opening, whichever is later;

(d) a written copy of all contracts affecting the Roadway Improvements, within ten days after the contracts take effect or within ten days after this Agreement takes effect, whichever is later;

(e) [Reserved];

(f) executed copies of any future change orders, jointly approved by the City and the County, related to the Roadway Improvements;

(g) [Reserved];

(h) [Reserved]; a copy of any change order request related to the Roadway Improvements within two (2) working days of its receipt by the County, by delivery to the City Representative for review and approval;

(i) copies of inspection test results and explanations of how unacceptable results were mitigated;

(j) upon satisfactory completion of construction and any applicable warranty or construction performance period, the County will furnish to the City a final construction summary and a copy of the record drawings for the City's records;

(k) after completion of construction and during the warranty period and as additionally set forth herein, the County will monitor the roadway and require correction of any deficiencies in design or construction of the roadway or related facilities;

(l) after a period of one year from the date of completion, if the roadway and related facilities have been constructed in accordance with contract specifications, and have passed inspection and qualify for acceptance, the County will notify the City that the Roadway Improvements are ready for acceptance;

(m) transfer all contractors' warranties, guarantees, and bonds, to the extent such are transferable, to the City and assist the City in enforcing such guarantees, warranties and bonds to the extent necessary.

5. Management Duties of the City. The City hereby covenants and agrees to:

(a) expeditiously review any applicable permit applications and work in good faith to resolve any outstanding issues;

(b) [Reserved];

(c) at the option of the City, perform any additional independent inspection and testing on the Roadway Improvements in coordination with the County's inspectors and as agreed to by the City Representative and County Project Manager and in a timely manner; and in connection therewith, the City will designate inspectors to make any such inspections, including the joint final inspection of the completed Roadway Improvements with the County; provided, the City's inspectors shall communicate any issues to the County's inspectors only, and County inspectors will in turn communicate those issues to the construction contractor;

(d) coordinate with the City Representative and County Project Manager, the County's inspectors, and the construction contractor, as reasonable and necessary, in making inspection(s);

(e) during the period prior to acceptance of the Roadway Improvements, refer any inquiries from the public regarding the Roadway Improvements to the County;

(f) immediately report any deficiencies observed in the construction of the Roadway Improvements in writing to the County's Project Manager;

(g) [Review];

(h) attend meetings at the request of the County's Project Manager; and

(i) upon satisfactory completion of construction and any applicable warranty or construction performance period, the City will accept the portion of the Roadway Improvements, which is located within the City in accordance with standard City regulations and procedures for acceptance of public roadways and related facilities.

6. Bond and Guarantee. All construction contracts affecting the Roadway Improvements shall include a payment and performance bond acceptable to and in favor of and benefiting the City and the County, for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting the City and the County, for a period of one year from the date of completion of the Roadway Improvements. The bonds shall be issued with the City and County named as co-obligees.

7. Liability. To the extent allowed by Texas law, the City and the County agree that each entity is responsible for its own proportionate share of any liability for personal injury or death or property damage arising out of or connected to its negligent acts or omissions in connection with this

Agreement as determined by a court of competent law. In addition, the County shall require the construction contractor to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by the City. The City and the County will be included as an additional insureds on the above-referenced insurance policies and a waiver of subrogation will be provided on the auto liability, general liability and worker's compensation coverages.

8. Financial Obligations. The total estimated cost of the Roadway Improvements is $900,000. Except as specified herein, the County will provide 100% of the cost of funding the Roadway Improvements. The City Council has authorized the waiver of all fees and certain requirements as specified in Exhibit "C" to this agreement, at an approximate cost to the City of $45,000.

9. City-owned Facilities. The City agrees to be responsible for all costs related to the re-location, design and construction of city-owned utilities.

10. Miscellaneous.

(a) Force Majeure. In the event that the performance by the City or the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

(b) Notice. Any notice given hereunder by either party to the other shall be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

CITY: Howard S. Lazarus, PE, Director
City of Austin
Public Works Department
505 Barton Springs Road
Austin, Texas 78704

WITH COPY TO: Gregory Miller
Assistant City Attorney
City of Austin Law Department
301 W. 2nd Street
Austin, Texas 78701

COUNTY: Dan A. Gattis, (or successor)
County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

WITH COPY TO: Hal Hawes
General Counsel
710 Main Street, Suite 101
Georgetown, Texas 78626

(c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others.

(d) Entire Agreement. This Agreement contains the complete and entire Agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the joint construction of the Roadway Improvements. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the parties hereto. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.

(e) Effective Date and Term. This Agreement takes effect upon the last date of due execution of the Agreement by the City and the County. This Agreement will have an initial term of one (1) year and will automatically renew from year to year until the completion of the warranty period for the Roadway Project and any litigation or other matters surviving the completion of the Roadway Project, unless terminated earlier by the Parties.

(f) Other Instruments. The Parties hereto covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(g) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of

this Agreement, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(h) Current Funds. The party or parties paying for the performance of governmental functions or services shall make payments therefore from current revenues available to the paying party.

[Signatures on following page]

CITY OF AUSTIN, TEXAS

By: _____

Name: Robert Goode

Title: Assistant City Manager
Authorized Representative

Date: 7/20/16

Approved as to Form:

_____
Assistant City Attorney

WILLIAMSON COUNTY, TEXAS

By: _____

Honorable Dan A. Gattis, County Judge

Date: _____

Attest: _____ Nancy Rister, County Clerk

EXHIBIT A

LOCATION OF ROADWAY IMPROVEMENTS

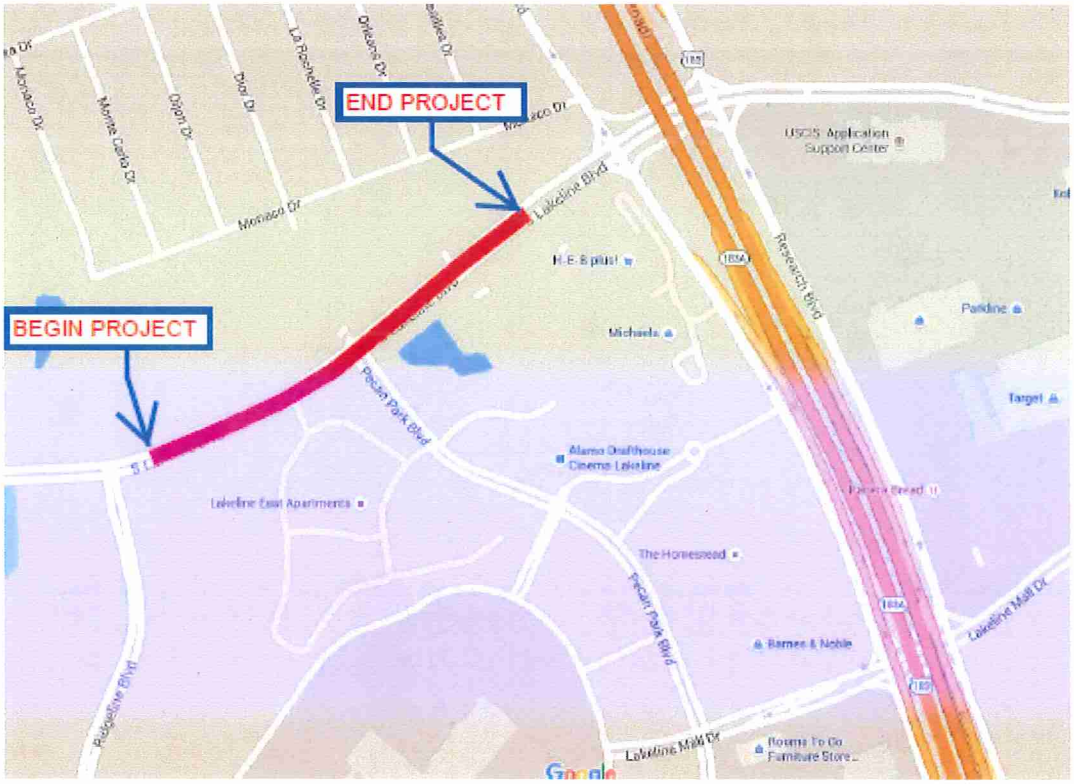
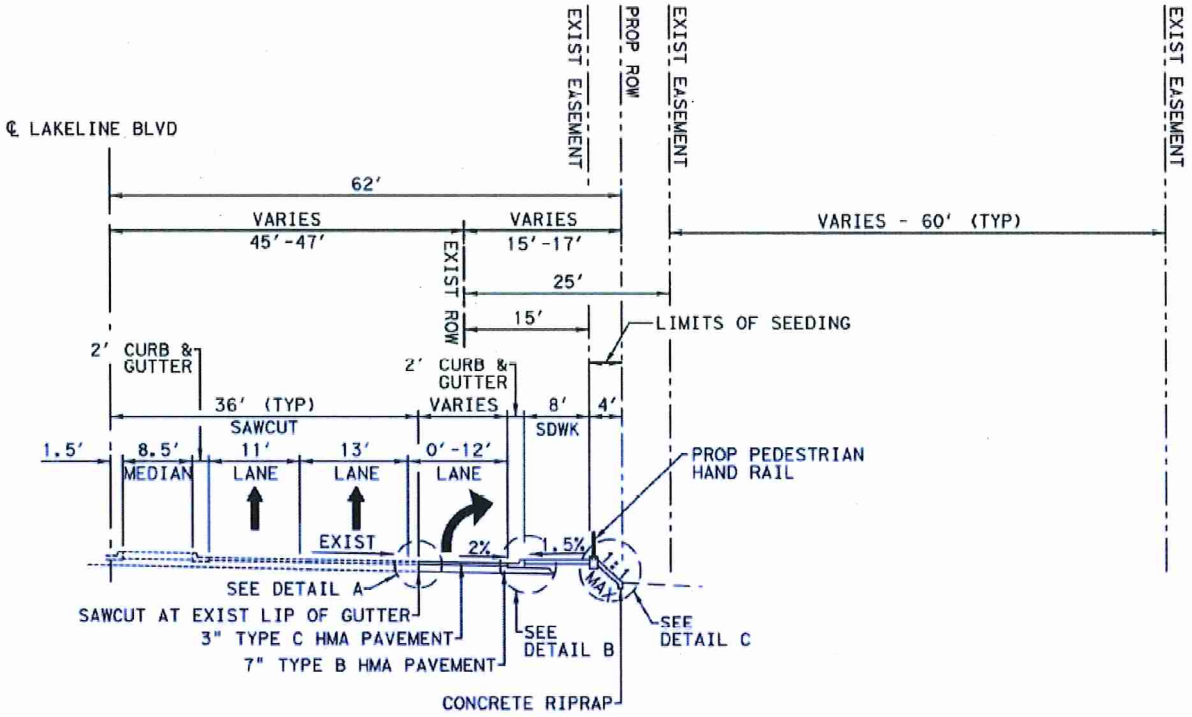


EXHIBIT B

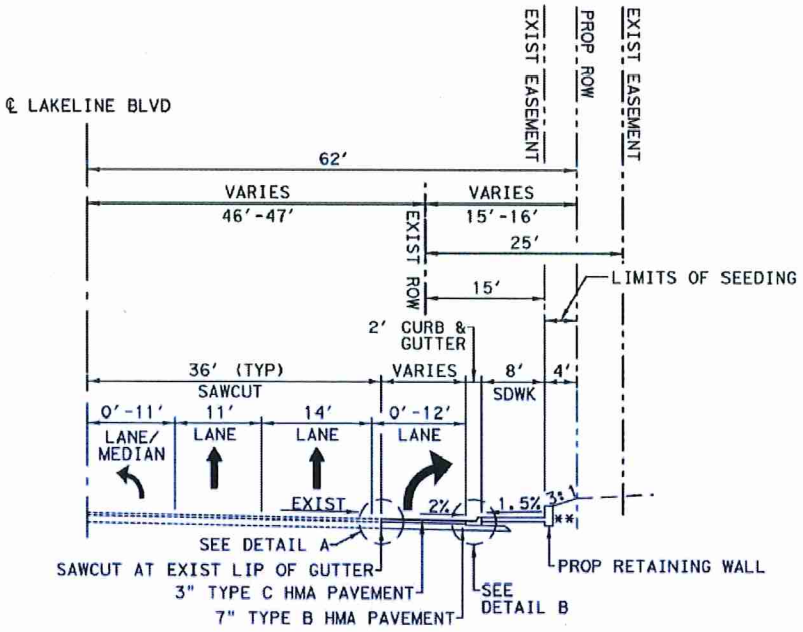
PROPOSED TYPICAL SECTION OF ROADWAY IMPROVEMENTS



PROPOSED TURN LANE TYPICAL SECTION
LAKELINE BLVD
FROM 4+40.00 TO STA 7+60.06

EXHIBIT B

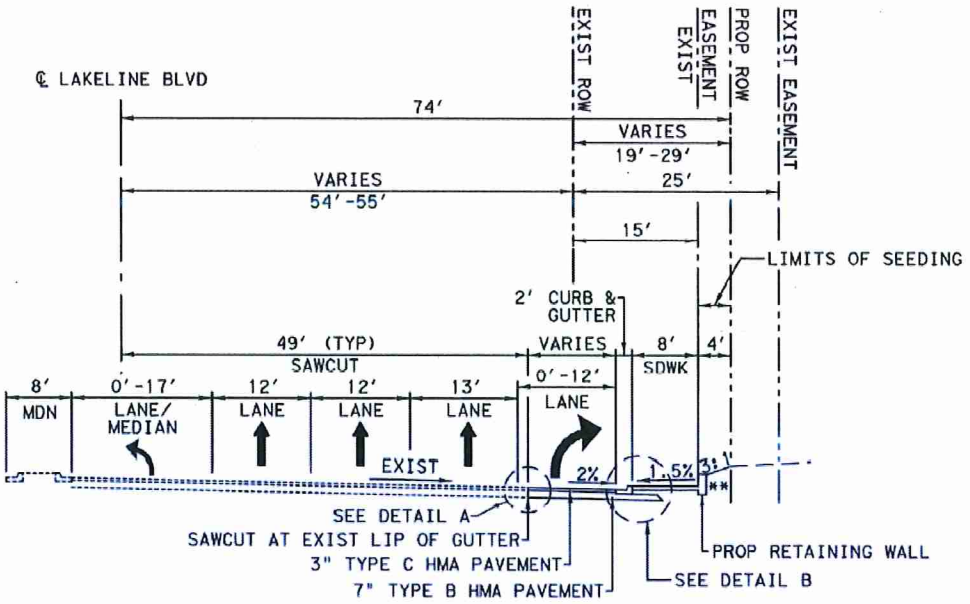
PROPOSED TYPICAL SECTION OF ROADWAY IMPROVEMENTS



PROPOSED TURN LANE TYPICAL SECTION
LAKELINE BLVD
STA 8+20.00 TO STA 11+12.20
** RETAINING WALL FROM STA 9+50.00 TO STA 10+60.00

EXHIBIT B

PROPOSED TYPICAL SECTION OF ROADWAY IMPROVEMENTS



PROPOSED TURN LANE TYPICAL SECTION
LAKELINE BLVD
FROM STA 12+60.00 TO 17+48.31
** RETAINING WALL FROM STA 14+80.00 TO STA 16+92.63

EXHIBIT C

WAIVED FEES AND REQUIREMENTS

FEE WAIVER REQUEST	AMOUNT
Development Review Fee	$917.00
Environmental/Drainage Fee	$601.30
Environmental Inspection Fee	$330.00
Notification Fee	$560.00
Development Surcharge	$98.33
Right of Way Permit Fee	$45.00
Tree Mitigation Fee	$40,200.00
Traffic Control Inspection Fee	$1,545.00
UDS Fee	$214.50
TOTAL FEES WAIVED	$44,511.13

REQUIREMENT WAIVER REQUEST
Application for Tree Removal and Associated Mitigation

Commissioners Court - Regular Session **22.**

Meeting Date: 08/02/2016

PEC Easement

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 authorizing the County Judge to execute a PEC Easement for Arterial H (Gardens at Mayfield Ranch).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PEC Easement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Form Started By: Charlie Crossfield		Started On: 07/28/2016 10:02 AM
Final Approval Date: 07/28/2016		

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON §

THAT Williamson County, Texas, acting by and through its County Judge, hereinafter referred to as "Grantor" for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto PEDERNALES ELECTRIC COOPERATIVE, INC. an easement and right-of-way for an above ground electric distribution system, consisting of a variable number of suspended cables and all necessary or desirable appurtenances (including poles, conduits, primary cables, secondary conductors and ground rods underground and concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightening arrestors above ground) at or near the location and along the general course now located and staked out by the Pedernales Electric Cooperative, Inc., through and across the following described lands located in Williamson County, Texas, to wit:

Being (i) Tract One: a 0.0066 of one acre tract of land described by metes and bounds on Exhibit A attached and made a part hereof and (ii) Tract Two: a 0.0252 of one acre tract of land described by metes and bounds on Exhibit B attached and made a part hereof.

The Easement and right-of-way on Tract One is as shown and located on the Land Services, Inc. Survey dated 5/17/2016 that is the second page of Exhibit A attached. The Easement and right of way on Tract Two is as shown and located on the Land Services, Inc. Survey dated 5/17/2016 that is the second page of Exhibit B attached.

Together with the ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, patrolling, operating, maintaining, and removing said cables and appurtenances; the right to place new or additional cable or cables on said system and to change the sizes thereof; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances; the right to place temporary structures for use in construction or repairing said system.

Grantor warrants that Grantor is the owner of said property and has a right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto the Pederenales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc. its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our signatures to the above document on this the ____ day of _____, 2016.

GRANTOR:

Williamson County, Texas

By: _____

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me the undersigned authority on this day personally appeared _____, _____of Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of Williamson County, Texas as _____thereof, and for the purposes and consideration therein expressed.

_____

Notary Public for Texas

Landesign Services, Inc.
1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING 0.0066 OF ONE ACRE (288 SQ. FT.) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF JOHN D. ANDERSON SURVEY, ABSTRACT NO. 16, AND BEING A PORTION OF A 237.026 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY PARK FOUNDATION, INC., RECORDED IN DOCUMENT NUMBER 2001040254 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the south line of said 237.026 acre tract and in the north line of a called 28.260 acre tract recorded in Document No. 2015099527 of the O.P.R.W.C.T. from which a 1/2" iron rod found with cap marked "SOLIS KANAK" for the northeast corner of a called 0.037 acre tract recorded in Document No. 2003052999 of the O.P.R.W.C.T. bears South 55°25'47" West a distance of 3.95 feet;

THENCE crossing through said 237.026 acre tract the following three (3) courses:

1. North 34°34'13" West a distance of 14.42 feet to a calculated point;

2. North 55°25'47" East a distance of 20.00 feet to a calculated point;

3. South 34°34'13" East a distance of 14.42 feet to a calculated point in the north line of said 28.260 acre tract and the south line of said 237.026 acre tract;

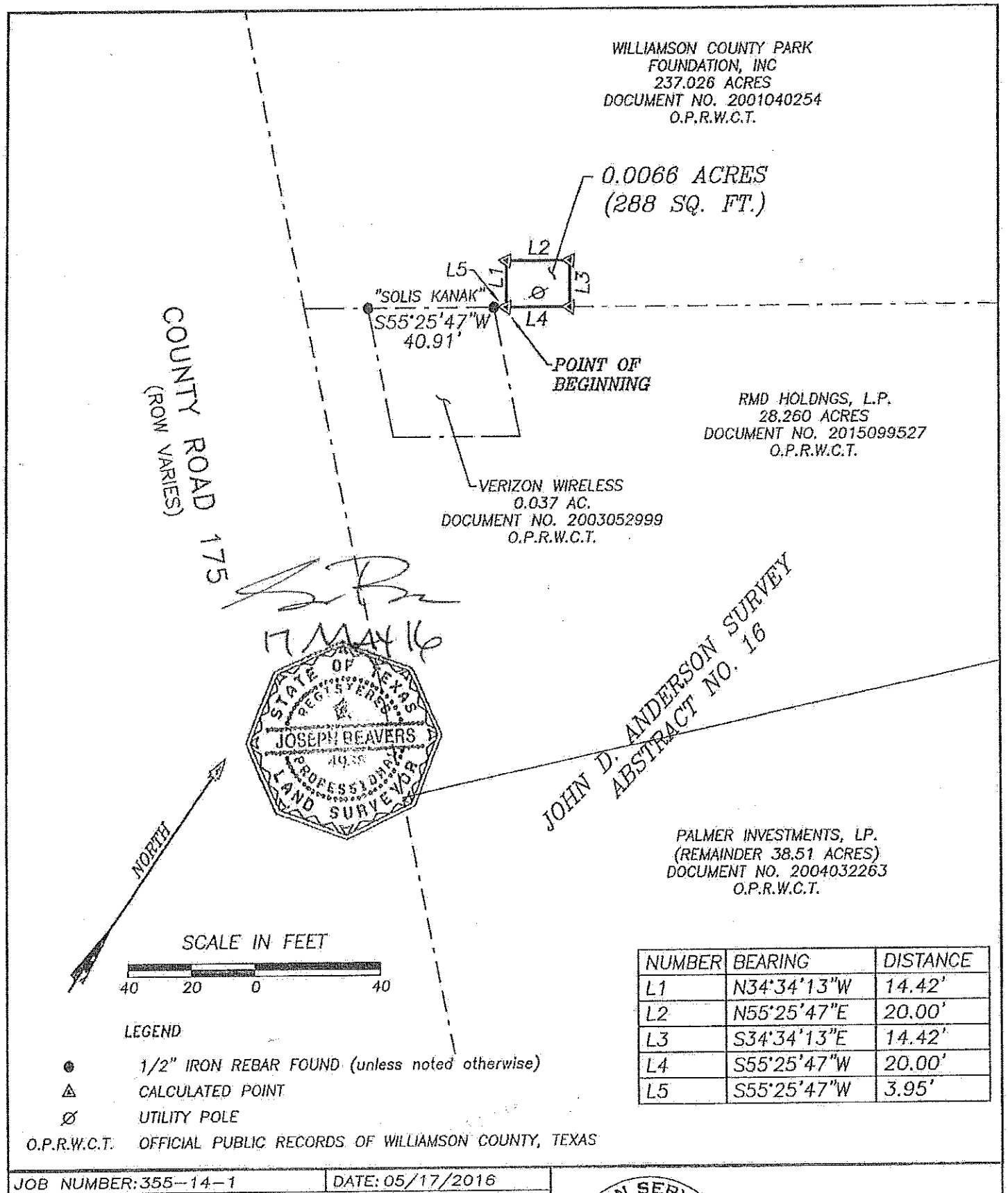
THENCE South 55°25'47" West with the north line of said 28.260 acre tract and the south line of said 237.026 acre tract a distance of 20.00 feet to POINT OF BEGINNING.

This parcel contains 0.0066 of one acre (288 Sq. Ft.) of land, out of the John D. Anderson Survey No. 16, in Williamson County, Texas. Description prepared from an on-the-ground survey made during May, 2016. All bearings are based Texas Central Zone 4203 State Plane Grid, derived from VRS Coordinates provided by the Texas Cooperative Network Reference Stations and where scaled from point number 1 utilizing a scale factor of 1.0001266062

17 May 16

Joseph Beavers — Date
Registered Professional Land Surveyor
State of Texas No. 4938

Job Number: 355-14-01
Attachments: Survey Drawing L:\38 ac. Sam Bass\DWGS\3550104 Esmt1.dwg



NUMBER	BEARING	DISTANCE
L1	N34°34'13"W	14.42'
L2	N55°25'47"E	20.00'
L3	S34°34'13"E	14.42'
L4	S55°25'47"W	20.00'
L5	S55°25'47"W	3.95'

LEGEND

- ● 1/2" IRON REBAR FOUND (unless noted otherwise)
- △ CALCULATED POINT
- ⌀ UTILITY POLE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

JOB NUMBER: 355-14-1	DATE: 05/17/2016		
PROJECT NAME: 38 AC SAM BASS			
DRAWING NAME: 3550104 ESMT1.DWG			
DRAWING FILE PATH: L:\38 ac. Sam Bass\DWGS			
FIELDNOTE FILE PATH: L:\38 ac. Sam Bass\FNOTES			
RPLS: JB	TECH: HAS	PARTYCHIEF:	CHK BY: JB
SHEET 2 of 2	FIELDBOOKS:	SCALE: 1"= 40'	

LANDESIGN SERVICES, INC.
512-238-7901
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

Landesign Services, Inc.
1220 McNeil Road
Suite 200
Round Rock, Texas 78681
Firm Registration No. 10001800
512-238-7901 office
512-238-7902 fax

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION

BEING 0.0252 OF ONE ACRE (1,099 SQ. FT.) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF JOHN D. ANDERSON SURVEY, ABSTRACT NO. 16, AND BEING A PORTION OF A 237.026 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY PARK FOUNDATION, INC., RECORDED IN DOCUMENT NUMBER 2001040254 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the south line of said 237.026 acre tract and in the north line of a called 28.260 acre tract recorded in Document No. 2015099527 of the O.P.R.W.C.T. from which a 1/2" iron rod found for the northeast corner of said 28.260 acre tract bears North 55°25'47" East a distance of 940.79 feet;

THENCE South 55°25'47" West with the south line of said 237.026 acre tract and the north line of said 28.260 acre tract a distance of 100.80 feet to a calculated point;

THENCE crossing through said 237.026 acre tract the following five (5) courses:

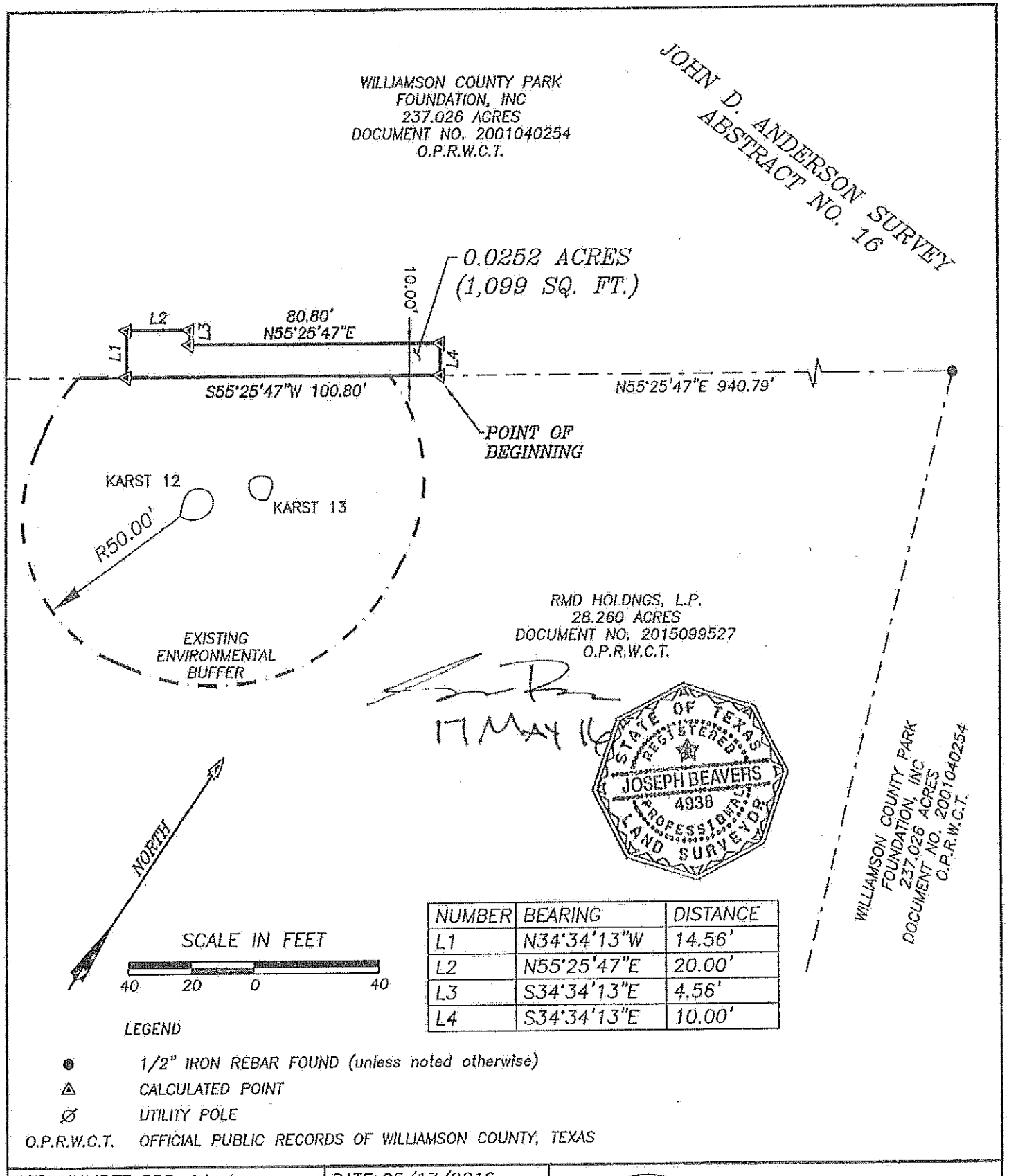
1. North 34°34'13" West a distance of 14.56 feet to a calculated point;
2. North 55°25'47" East a distance of 20.00 feet to a calculated point;
3. South 34°34'13" East a distance of 4.56 feet to a calculated point;
4. North 55°25'47" East a distance of 80.80 feet to a calculated point;
5. South 34°34'13" East a distance of 10.00 feet to the POINT OF BEGINNING.

This parcel contains 0.0252 of one acre (1,099 Sq. Ft.) of land, out of the John D. Anderson Survey No. 16, in Williamson County, Texas. Description prepared from an on-the-ground survey made during May, 2016. All bearings are based Texas Central Zone 4203 State Plane Grid, derived from VRS Coordinates provided by the Texas Cooperative Network Reference Stations and where scaled from point number 1 utilizing a scale factor of 1.0001266062

17 May 16

Joseph Beavers — Date
Registered Professional Land Surveyor
State of Texas No. 4938

Job Number: 355-14-01
Attachments: Survey Drawing L:\38 ac. Sam Bass\DWGS\3550104 Esmt1.dwg



NUMBER	BEARING	DISTANCE
L1	N34°34'13"W	14.56'
L2	N55°25'47"E	20.00'
L3	S34°34'13"E	4.56'
L4	S34°34'13"E	10.00'

LEGEND

- ● 1/2" IRON REBAR FOUND (unless noted otherwise)
- △ CALCULATED POINT
- Ø UTILITY POLE
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

JOB NUMBER: 355-14-1	DATE: 05/17/2016		
PROJECT NAME: 38 AC SAM BASS			
DRAWING NAME: 3550104 ESMT1.DWG			
DRAWING FILE PATH: L:\38 ac. Sam Bass\DWGS			
FIELDNOTE FILE PATH: L:\38 ac. Sam Bass\FNOTES			
RPLS: JB	TECH: HAS	PARTYCHIEF:	CHK BY: JB
SHEET 2 of 2	FIELDBOOKS:	SCALE: 1"= 40'	

LANDESIGN SERVICES, INC. LAND SURVEYORS EST. 2002

LANDESIGN SERVICES, INC.
512-238-7001
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

Commissioners Court - Regular Session **23.**

Meeting Date: 08/02/2016

drainage improvements project for Forest North subdivision enroll in habitat conservation plan

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for improvements to Forest North subdivision drainage infrastructure.

Background

Authorize County Judge or designee to sign Determination Letter and to execute Participation Agreement for this project and sign any related documents, as needed **. Project consists of improvements to the drainage system infrastructure in the Forest North residential subdivision, spanning seven zones of the subdivision, an approximate 145 acre project area bounded by FM 620 to the north, Parmer Lane on the east, Anderson Mill Road on the south and US 183/Research Blvd. on the west. Construction activities total approximately 6.6 acres of the project area and have potential to encounter previously undetected karst features with theoretical/possible impacts to karst habitat; WCCF file #20160715.**

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination letter for project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/20/2016 04:42 PM
Form Started By: Gary Boyd		Started On: 07/20/2016 04:10 PM
Final Approval Date: 07/20/2016		

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Also by email to HNTB at ceschberger@HNTB.com

Board of Directors
As of May 1, 2015

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Studio/16:19
Round Rock, TX

Patty Eason
Council Member
City of Georgetown, TX

Paul Barron
Cedar Park, TX

Doug Fell
Hutto, TX

Karen Wind
Cedar Park, TX

Williamson County
Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

July 20, 2016

Williamson County Road Bond Program
c/o Honorable Dan Gattis, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: A drainage improvement project in the Forest North residential subdivision, spanning seven zones of the subdivision, an approximate 145 acre project area bounded by FM 620 to the north, Parmer Lane on the east, Anderson Mill Road on the south and US 183/Research Blvd. on the west. Construction activities total approximately 6.6 acres of the project area and have potential to encounter previously undetected karst features with theoretical/possible impacts to karst habitat; WCCF file #20160715.

Dear Judge Gattis:

The following determination of fees relates to the referenced project as a condition of participation under the Williamson County Regional Habitat Conservation Plan (RHCP). A review of the proposed project has been conducted in accordance with the RHCP and is based on supporting documents from the application Environmental Due Diligence Documentation. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

1. **The enrollment fee for participation for the referenced project will be $700.00. (Seven Hundred and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 6.6 disturbance acres. (6.6 acres x $100/acre rounded up to the nearest acre).**
2. **Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-943-1931 – of agreement to these participation terms.**
3. **A Participation Agreement based on the terms outlined in this Letter will be delivered to you for execution upon receipt of the participation fee. Please have the appropriate individuals sign where indicated.**
4. **A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the bottom of this letter. Otherwise, please contact this office for filing instructions.**

Subsequent to WCCF's receipt of the original recorded copy, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation

certificate. Although the certificate is not an official document, it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

~~~~~~

Agreed as to both form and substance:

By: _____

Title: _____

Date: _____

~~~~~~

Note:

If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee, please initial and date here: _____

Commissioners Court - Regular Session **24.**

Meeting Date: 08/02/2016

de-obligation of prior year funds under AirCheck Texas

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on de-obligation of unused grant funds under the AirCheck Texas (AKA DriveACleanMachine) program for fiscal years 2011, 2012 and 2013.

Background

This action represents the return of unused funds under the terms of the Low Income Vehicle Repair Assistance, Retrofit, and Accelerative Vehicle Retirement Program (LIRAP), AKA AirCheck Texas and/or DriveACleanMachine Program, Texas Commission on Environmental Quality Quality (TCEQ) contract 582-12-20269. A copy of the letter detailing the request of funds is attached.

The proposed action is to authorize the County Judge (or designee) to sign the appropriate de-obligation letter and authorize transfer of funds as per the TCEQ letter request.

This action does not affect funding for the 2014 fiscal year and subsequent fiscal years. Neither does it affect the inter-local joint management agreement with Travis County which went into effect on June 1, 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ fund request letter

letter of de-obligation - July 2016

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2016 08:23 AM
Form Started By: Gary Boyd		Started On: 07/25/2016 12:49 PM
Final Approval Date: 07/26/2016		

Bryan W. Shaw, Ph.D., P.E., *Chairman*
Toby Baker, *Commissioner*
Jon Niermann, *Commissioner*
Richard A. Hyde, P.E., *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

July 12, 2016

Mr. Gary Boyd
Director, Environmental Programs
Williamson County Conservation Foundation
219 Perry Mayfield
Leander, Texas 78641

Re: Expired LIRAP Funds

Dear Mr. Boyd:

As previously discussed in our June 13, 2016 meeting, Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) funds dating back to Fiscal Year (FY) 2011 and through FY 2013 should be returned to the Texas Commission of Environmental Quality (TCEQ). Section 3, Special Terms and Conditions of TCEQ Contract No. 582-12-20269 only authorizes the use of funds for the year issued and the two fiscal years immediately following the issuance.

Although TCEQ staff approved financial status reports and budgets that showed the carryover of these funds, the contract did not allow the use of funds that exceeded the timeline mentioned above. We concur with the county's spreadsheet that $585,936.02 of expired funds should be returned to the TCEQ. Please submit a letter of de-obligation and make payment to the TCEQ in the amount of $585,936.02 to:

TCEQ
Cashier's Office, MC 214
P.O. Box 13088
Austin, TX 78711-3088

Additionally, as discussed in the meeting, FY 2014 funds cannot be spent after August 31, 2016. If you have any questions or need additional information, please contact Mr. David Serrins at (512) 239-1954 or by e-mail at david.serrins@tceq.texas.gov.

Sincerely,

Donna F. Huff, Manager
Air Quality Planning Section

DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

August 2, 2016

David Serrins
Mobile Source Programs Work Lead
Air Quality Planning Section | Air Quality Division | MC206
Texas Commission on Environmental Quality (TCEQ)
P.O. Box 13087
Austin, TX 78711-3087

Email: david.serrins@tceq.texas.gov

Dear Mr. Serrins:

The Williamson County Commissioners Court authorized on August 2, 2016, at a regularly scheduled meeting, the de-obligation of expired funds from the Texas Commission on Environmental Quality in the amount of $583,936.02 for the Fiscal Years 2011 through 2013 inclusive under TCEQ Contract No. 582-12-20269 for funds related to the DriveACleanMachine Program.

Sincerely,

Dan A. Gattis
County Judge
Williamson County, Texas

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 Fax 512.943.1662 dgattis@wilco.org

Commissioners Court - Regular Session **25.**

Meeting Date: 08/02/2016

Release Gtown

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Property Damage Release releasing the City of Georgetown from any and all claims for damages caused to the Berry Springs Park Trails (1801 County Road 152, Georgetown, TX) by the Georgetown City Water Services' flushing of a fire hydrant in exchange for the payment of $7,174.56.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Release Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Form Started By: Hal Hawes		Started On: 07/28/2016 09:42 AM
Final Approval Date: 07/28/2016		

TMLIRP Claim No: LB0000000028033

PROPERTY DAMAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration $7,174.56, to be paid to Williamson County, do hereby and for my/our heirs, executors, administrators, successors and assigns release, acquit and forever discharge the Georgetown and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about December 16, 2015, at or near 1801 County Road 152, Georgetown, TX 78626.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. For the convenience of the Parties, any number of counterparts of this Agreement may be executed by one or more of the parties hereto and each such executed counterpart shall be and be deemed to be an original instrument binding the Parties upon execution by at least one counterpart by each party. Telecopied or PDF signature pages shall be treated as original signature pages.

CAUTION: READ CAREFULLY BEFORE SIGNING!

_____
Releasor - Williamson County

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, personally appeared _____, who stated to me upon oath that he/she has read and signed the foregoing Release for the purposes and consideration therein expressed, and for no other reason, and that he/she did so of his/her own free will.

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____, 20 ___.

_____
Notary Public in and for
The State of Texas

TML
INTERGOVERNMENTAL RISK POOL

Commissioners Court - Regular Session **26.**

Meeting Date: 08/02/2016

Higher Education

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to sign a Certificate of the Judge of Williamson County, Texas with respect to the issuance by the City of Houston Higher Education Finance Corporation of its Education Revenue Bonds in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Background

This certificate is solely for the purposes of the approval requirements of Section 147(f) of the IRC. Since there is a campus located in Williamson County (the “County”), Section 147(f) of the Internal Revenue Code states that the “highest elected official” of the jurisdiction containing the project site must approve the transaction after a public hearing is held. Bond counsel is now seeking now the approval of the highest elected public official for this jurisdiction. The loan will not be a debt or liability of the County. The consent being requested herein is only for the purposes of complying with the federal tax law regarding tax-exempt financing. Please See Enclosed Letter from Bond Counsel.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

judgecertificate

hearingcertificate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/20/2016 12:18 PM
Form Started By: Rebecca Clemons		Started On: 07/19/2016 03:52 PM
Final Approval Date: 07/20/2016		

ANDREWS
ATTORNEYS KURTH LLP

600 Travis, Suite 4200
Houston, Texas 77002
713.220.4200 Phone
713.220.4285 Fax
andrewskurth.com

Thomas A. Sage
713.220.3833 Phone
713.238.5040 Fax
TomSage@andrewskurth.com

June 22, 2016

The Honorable Dan A. Gattis
Williamson County Judge
Williamson County Courthouse
710 S. Main Street, Ste. 101
Georgetown, Texas 78626

Re: Tax-Exempt Financing for Responsive Education Solutions

Dear Judge Gattis:

Responsive Education Solutions ("Responsive Education") is requesting your approval of a proposed tax-exempt bond issue, as required by the Internal Revenue Code of 1986, as amended (the "Code"). **The bonds will not be a debt or liability of Williamson County, Texas (the "County")**. The consent being requested herein is only for the purposes of complying with federal tax law regarding tax-exempt financing. For your information, the County approved similar transactions in May 2015 for Responsive Education and Harmony Public Schools.

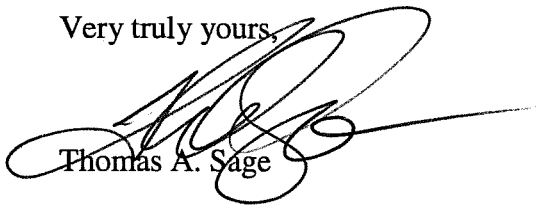
Responsive Education is a qualified 501(c)(3) charitable organization, and therefore is eligible to participate in tax-exempt financings. However, unlike a governmental issuer (e.g., a city, county, or school district), a 501(c)(3) organization must issue bonds through a state-approved conduit and must conduct a public hearing on the financing. Code §147(f) requires that the "highest elected official" of the County approve the transaction after the public hearing is held since one of the campuses will be located in the County. The public hearing will be held on July 15, 2016 at Founders Classical Academy of Leander, 1303 Leander Dr., Leander, Texas 78641.

Responsive Education is financing the construction and equipment of Founders Classical Academy of Leander, 1303 Leander Dr., Leander, Texas 78641. Responsive Education is financing at tax-exempt interest rates through a bond issue facilitated by Arlington Higher Education Facilities Finance Corporation. Andrews Kurth LLP serves as bond counsel for the transaction.

As such, we respectfully request your consent to the transaction after the completion of the hearing and delivery of the associated materials to you. Enclosed please find a draft of the proposed Approval of Highest Elected Official evidencing your consent.

We greatly appreciate your assistance in this matter. Please call me if we can provide any further information or can assist you in connection with this request for consent.

Very truly yours,



Thomas A. Sage

Enclosure

CERTIFICATE OF THE COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS

ARLINGTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS
(RESPONSIVE EDUCATION SOLUTIONS)
SERIES 2016A

The undersigned County Judge of Williamson County, Texas, (the "County") hereby certifies with respect to the issuance by the Arlington Higher Education Finance Corporation (the "Corporation"), of its Education Revenue Bonds (Responsive Education Solutions), Series 2016A (the "Bonds").

1. This certificate is based upon the CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING attached hereto as **Exhibit A** relating to the public hearing conducted on the date indicated in the Affidavit of Publication attached to such Minutes of Public Hearing by the duly appointed hearing officer of the Corporation in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended; and

2. Solely for purposes of the approval requirements of the aforesaid Section 147(f) of the Code, and for no other purpose, in my capacity as County Judge, I hereby approve the Bonds and the facilities to be financed with the proceeds of the Bonds, and hereby ratify and approve all actions taken by or on behalf of the County with respect to publication of the Notice of the Public Hearing as reflected in the Affidavit of Publication attached as Exhibit A to the attached Certificate of Public Hearing Officer and the conducting of such Public Hearing.

THIS APPROVAL SHALL NOT BE CONSTRUED AS (1) A REPRESENTATION OR WARRANTY BY THE COUNTY, THE COUNTY JUDGE OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS THAT THE BONDS WILL BE PAID OR THAT ANY OBLIGATIONS ASSUMED BY ANY OF THE PARTIES UNDER THE INSTRUMENTS DELIVERED IN CONNECTION WITH THE BONDS WILL IN FACT BE PERFORMED; (2) A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF TEXAS OR ANY AGENCY, INSTRUMENTALITY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OR THE COUNTY; OR (3) A REPRESENTATION OR WARRANTY BY THE COUNTY CONCERNING THE VALIDITY OF THE CORPORATE EXISTENCE OF THE CORPORATION OR THE VALIDITY OF THE BONDS.

[*Execution page follows*]

Date: _____

_____
County Judge, Williamson County, Texas

EXHIBIT A

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

ARLINGTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS
(RESPONSIVE EDUCATION SOLUTIONS)
SERIES 2016A

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in the Austin American-Statesman, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 15th day of July, 2016.

Barbara League
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

Austin American-Statesman
statesman.com | austin360.com

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public in and for the County of Travis, State of Texas, on this day personally appeared Alejandro Cado. Advertising Agent of the Austin American-Statesman, a daily newspaper published in said County and State that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit:ANDREWS KURTH LLP,,First date of Publication 06/24/2016,Last date of Publication 06/24/2016,Web and print times Published 2, Legal Notices, 1 X 142, and that the attached is a true copy of said advertisement.
ARLINGTON HIGHER ED
Ad ID: 1188110
Ad Cost: 1,828.96

NOTICE OF PUBLIC HEARING
(Williamson County)

Arlington Higher Education Finance Corporation
Education Revenue Bonds
(RESPONSIVE education solutions)
Series 2016A

[redacted]

1) Financing and/or refinancing the costs of acquiring, construction, improving, and equipping educational facilities for pre-K, primary, and secondary school students, including:
a) Founders Classical Academy of Schertz, 12470 Woman Hollering Rd., Schertz, Texas 78154 and 8453 E. 1518 North, Schertz, Texas 78154;
b) Premier High School of San Antonio, 4941 Walzem Rd., Ste. 8220, San Antonio, Texas 78218;
c) Premier High School of Brownsville, 955 Parades Line Rd., Brownsville, Texas 78521;
d) Frisco Classical Academy, northern 10 acres portion from the approximately 15.66 acres of land located on the northeast corner of Frisco Street and All Stars Avenue in Frisco, Texas
e) Premier High School of Comanche, 1008 S. Austin St., Comanche, Texas 76442;
f) Carrollton Classical Academy, 2400 N. Josey Ln., Carrollton, Texas 75006;
g) Coppell Classical Academy, 140 S. Heartz Rd., Coppell, Texas, 75019;
h) Denton Classical Academy, 4420 Country Club Rd., Denton, Texas 76210;
i) Founders Classical Academy of Flower Mound, 500 Parker Square Rd., Flower Mound, Texas 75028 and approximately 18.792 acres of land in the William Malone Survey, Abstract 855 and the J Malone Survey, abstract 857 in County of Denton and City of Flower Mound;
j) Classical Academy of Corinth, 3600 Meadowview Dr., Corinth, Texas 76210;
k) iSchool Hickory Creek, 800 Point Vista Rd., Ste. 518, Hickory Creek, Texas 75065;
l) Founders Classical Academy of Lewisville, 1010 Bellaire Blvd., Lewisville, Texas 75067;
m) Premier High School of Lewisville, 1800 Lakeway Dr., Ste. 120, Lewisville, Texas 75057;
n) Quest Middle School of Lewisville, 1301 Waters Ridge Rd., Lewisville, Texas 75057;
o) Premier High School of Dublin, 112 S. Grafton St., Dublin, Texas 76446;
p) Mainland Preparatory Academy, 319 Newman Rd., La Marque, Texas 75568;
q) Career Technical Education Center of Edinburg, 4701 S. Sugar Rd., Edinburg, Texas 78539;
r) Premier High School of Palmview, 406 W. Veterans Blvd., Palmview, Texas 78572;
s) Premier High School of San Juan, 1202 E. Business Hwy 83, San Juan, Texas 78589;
t) Premier High School of Waco, 4720 N. 19th St., Waco, Texas 76708;
u) Vista Academy of Amarillo, 6000 S. Georgia St., Amarillo, Texas 79118;
v) Premier High School of Amarillo, 3242 Hobbs Rd., Amarillo, Texas 79109;
w) Tyler Classical Academy, 3405 E. Grande Blvd., Tyler, Texas 75707;
x) Premier High School of Tyler, 1106 N. Glenwood Blvd., Tyler, Texas 75702;
y) Premier High School of Abilene, 3161 S. 23rd St., Abilene, Texas 79605;
z) Premier High School of Del Rio, 1701 Kings Way, Del Rio, Texas 78840;
aa) Huntsville Classical Academy, 15.74 Acre Tract in the E. David's Survey, A-157, Walker County, Texas;
bb) Premier High School of Laredo, 2201 Chihuahua St., Laredo, Texas 78043; and
cc) Founders Classical Academy of Leander, 1303 Leander Dr., Leander, Texas 78641;
2) Paying capitalized interest;
3) Funding a debt reserve fund; and
4) Paying the costs of issuing the Bonds.

The Projects will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Barbara League, or her designee (the "Hearing Officer"). Questions or requests for additional information may be directed to the Hearing Officer (telephone: 713-220-4267). Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number 713-238-7280. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

#617111 6-24/2016

SWORN AND SUBSCRIBED TO BEFORE ME, on 06/27/2016

Notary Public

ROSIE ANN STEPHENS
Notary Public, State of Texas
My Commission Expires
September 26, 2016

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

Name of Attendee	Comment
1. _____	_____
2. _____	_____
3. _____	_____

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

ARLINGTON HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS
(RESPONSIVE EDUCATION SOLUTIONS)
SERIES 2016A

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in the Austin American-Statesman, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 15th day of July, 2016.

Barbara League
Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

ATTACHED

Austin American-Statesman
statesman.com | austin360.com

STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public in and for the County of Travis, State of Texas, on this day personally appeared Alejandro Cado. Advertising Agent of the Austin American-Statesman, a daily newspaper published in said County and State that is generally circulated in Bastrop, Bell, Blanco, Brazos, Burleson, Burnet, Caldwell, Colorado, Comal, Coryell, Fayette, Gillespie, Gonzales, Guadalupe, Hays, Kerr, Lampasas, Lee, Llano, Milam, Nueces, San Saba, Travis, Washington and Williamson Counties, who being duly sworn by me, states that the attached advertisement was published at the lowest published rate for Classified advertising in said newspaper on the following date(s), to wit:ANDREWS KURTH LLP,,First date of Publication 06/24/2016,Last date of Publication 06/24/2016,Web and print times Published 2, Legal Notices, 1 X 142, and that the attached is a true copy of said advertisement.
ARLINGTON HIGHER ED
Ad ID: 1188110
Ad Cost: 1,828.96

NOTICE OF PUBLIC HEARING
(Williamson County)

Arlington Higher Education Finance Corporation
Education Revenue Bonds
(RESPONSIVE education solutions)
Series 2016A

[redacted]

1) Financing and/or refinancing the costs of acquiring, construction, improving, and equipping educational facilities for pre-K, primary, and secondary school students, including:
a) Founders Classical Academy of Schertz, 12470 Woman Hollering Rd., Schertz, Texas 78154 and 8453 E. 1518 North, Schertz, Texas 78154;
b) Premier High School of San Antonio, 4941 Walzem Rd., Ste. 8220, San Antonio, Texas 78218;
c) Premier High School of Brownsville, 955 Parades Line Rd., Brownsville, Texas 78521;
d) Frisco Classical Academy, northern 10 acres portion from the approximately 15.66 acres of land located on the northeast corner of Frisco Street and All Stars Avenue in Frisco, Texas
e) Premier High School of Comanche, 1008 S. Austin St., Comanche, Texas 76442;
f) Carrollton Classical Academy, 2400 N. Josey Ln., Carrollton, Texas 75006;
g) Coppell Classical Academy, 140 S. Heartz Rd., Coppell, Texas, 75019;
h) Denton Classical Academy, 4420 Country Club Rd., Denton, Texas 76210;
i) Founders Classical Academy of Flower Mound, 500 Parker Square Rd., Flower Mound, Texas 75028 and approximately 18.792 acres of land in the William Malone Survey, Abstract 855 and the J Malone Survey, abstract 857 in County of Denton and City of Flower Mound;
j) Classical Academy of Corinth, 3600 Meadowview Dr., Corinth, Texas 76210;
k) iSchool Hickory Creek, 800 Point Vista Rd., Ste. 518, Hickory Creek, Texas 75065;
l) Founders Classical Academy of Lewisville, 1010 Bellaire Blvd., Lewisville, Texas 75067;
m) Premier High School of Lewisville, 1800 Lakeway Dr., Ste. 120, Lewisville, Texas 75057;
n) Quest Middle School of Lewisville, 1301 Waters Ridge Rd., Lewisville, Texas 75057;
o) Premier High School of Dublin, 112 S. Grafton St., Dublin, Texas 76446;
p) Mainland Preparatory Academy, 319 Newman Rd., La Marque, Texas 75568;
q) Career Technical Education Center of Edinburg, 4701 S. Sugar Rd., Edinburg, Texas 78539;
r) Premier High School of Palmview, 406 W. Veterans Blvd., Palmview, Texas 78572;
s) Premier High School of San Juan, 1202 E. Business Hwy 83, San Juan, Texas 78589;
t) Premier High School of Waco, 4720 N. 19th St., Waco, Texas 76708;
u) Vista Academy of Amarillo, 6000 S. Georgia St., Amarillo, Texas 79118;
v) Premier High School of Amarillo, 3242 Hobbs Rd., Amarillo, Texas 79109;
w) Tyler Classical Academy, 3405 E. Grande Blvd., Tyler, Texas 75707;
x) Premier High School of Tyler, 1106 N. Glenwood Blvd., Tyler, Texas 75702;
y) Premier High School of Abilene, 3161 S. 23rd St., Abilene, Texas 79605;
z) Premier High School of Del Rio, 1701 Kings Way, Del Rio, Texas 78840;
aa) Huntsville Classical Academy, 15.74 Acre Tract in the E. David's Survey, A-157, Walker County, Texas;
bb) Premier High School of Laredo, 2201 Chihuahua St., Laredo, Texas 78043; and
cc) Founders Classical Academy of Leander, 1303 Leander Dr., Leander, Texas 78641;
2) Paying capitalized interest;
3) Funding a debt reserve fund; and
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The Projects will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Barbara League, or her designee (the "Hearing Officer"). Questions or requests for additional information may be directed to the Hearing Officer (telephone: 713-220-4267). Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number 713-238-7280. This notice is published and the hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

#617111 6-24/2016

SWORN AND SUBSCRIBED TO BEFORE ME, on 06/27/2016

Notary Public

ROSIE ANN STEPHENS
Notary Public, State of Texas
My Commission Expires
September 26, 2016

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

NONE

Name of Attendee	Comment
1. _____	_____
2. _____	_____
3. _____	_____

Commissioners Court - Regular Session **27.**

Meeting Date: 08/02/2016

Texas Workforce Commission

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding renewal of contract with the Texas Workforce Commission to support operations of the Williamson County Constable's Office, Precinct Two.

Background

Hal Hawes has reviewed the extension of the contract with the Texas Workforce and has provided the agenda language for the item.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Workforce Commission Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/20/2016 02:57 PM
Form Started By: Kathy Pierce		Started On: 07/20/2016 12:47 PM
Final Approval Date: 07/20/2016		

Hal Hawes

From: Hal Hawes
Sent: Tuesday, July 12, 2016 5:11 PM
To: Paula Smith
Cc: Purchasing Red Team; contractaudit; Stanley Springerley; Hal Hawes
Subject: TWC Contract

Dear Paula,

I received the TWC renewal packet that you sent to me by interoffice mail. These agreements are unique in that they are agreements with a state entity and are not really negotiable. Thus, I do not believe the county will have any requested revisions. I am forwarding the packet back to you so that you can place it on the agenda. You will need to provide the copies of the agreements to Wendy in the County Judge's Office prior to the agenda deadline for the agenda that you will be submitting them on.

Your agenda item can be as follows:

> Discuss, consider and take any appropriate action regarding renewal of contract with the Texas Workforce Commission to support operations of the Williamson County Constable's Office, Pct. 2.

Please let me know if you have any questions.

Hal C. Hawes
General Counsel
Office of Williamson County Judge
710 Main Street, Suite 200
Georgetown, Texas 78626
Phone: (512) 943-3862
Email: hhawes@wilco.org



http://www.wilco.org/

CONFIDENTIALITY NOTICE: This electronic message is intended to be viewed only by the individual or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without my prior written permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify me immediately by return e-mail and delete the original message and any copies of it from your computer system.

Texas Workforce Commission

A Member of Texas Workforce Solutions

Andres Alcantar, Chairman
Commissioner Representing the Public

Ruth R. Hughs
Commissioner Representing Employers

Julian Alvarez
Commissioner Representing Labor

Larry E. Temple
Executive Director

July 6, 2016

Randolph Doyer, Chief Deputy
Williamson County Constable Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, TX 78613

Re: TWC Contract/s or Amendment/s

Dear Deputy Doyer:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract - Amendment Number	Contract Manager/Phone Number
2916PEN010-1	Maria Sonja Elizondo 512-463-0291

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records and provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Sylvia Daves
Texas Workforce Commission
Contract Services Department
101 East 15th Street, Room 350-T
Austin, Texas 78778-0001

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,

Marisela Ramirez
Director, Contract Services Department

MR: sd
Enclosures

TEXAS WORKFORCE COMMISSION

INFORMATION RELEASE CONTRACT AMENDMENT

INFORMATION RELEASE					
TWC Contract Number	**2916PEN010**	**Amendment Number**	**1**	**Effective Date**	**August 28, 2016**

Recipient Information	
Name	**Williamson County Constable Precinct 2**
Mailing Address	**350 Discovery Blvd, Ste. 205**
City/State/Zip	**Cedar Park, TX 78613**
Telephone Number	**(512) 260-4270**

Remarks

This amendment is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Information Release Amendment and any referenced attachments.

Amendment Detail

Contract Period

☒ The Contract Period is amended as follows:

Current End Date: August 31, 2016 Amended End Date: **August 31, 2017**

☐ There are **no** changes to the Contract Period pursuant to this amendment.

General Terms and Conditions

☐ The General Terms and Conditions are amended as follows:

☒ There are **no** changes to the General Terms and Conditions pursuant to this amendment.

Attachment A: Statement of Work - Project Obligations

☒ Attachment A: Statement of Work - Project Obligations is amended as follows:

- Revised Attachment A, Sections: 3.1.1, added 3.1.4 renumbering the subsequent sections, and 4.1. Changes are in bold.

☐ There are **no** changes to the Statement of Work - Project Obligations pursuant to this amendment.

Contract Amount

☒ Contract amount is amended as follows:

- Increase contract amount by $1,500.00

☐ There are **no** changes to the contract amount pursuant to this amendment.

Total Amended Contract Amount
$3,000.00

Changes to Other than the Above Categories

☒ Other: Attachment B and H:

- Attachment B, Section 22. Changes are in bold.
- Attachment H, entire form is changed.

☐ There are **no** other changes to the document pursuant to this amendment.

Signature Authority	
The person signing this contract amendment on behalf of Recipient hereby warrants that he or she has been fully authorized by the organization to: • Execute this grant award amendment on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances, and provisions of this contract amendment.	
Amendment Approval	**Amendment Acceptance**
Agency: **Texas Workforce Commission** Lisa Richardson 6/29/16 Lisa Richardson Date Chief Information Officer	Recipient: **William County Constable Precinct 2** Dan Gattis Date County Judge

Revised Attachment A

INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION AND WILLIAMSON COUNTY CONSTABLE PRECINCT 2

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

1.1 Contract Purpose. The purpose of this Contract is to provide Recipient with access to confidential Agency data, to ensure that Recipient will maintain the confidentiality of the data, and to require Recipient to reimburse Agency for costs of providing access at the rates set out in this Contract.

1.2 Authorized Use of TWC Information. Subject to the security and confidentiality provisions of this Contract, Recipient is authorized to use TWC Information solely for the following purpose: to assist in criminal investigations; to assist in locating defendants, witnesses, fugitives, and person with outstanding warrants in criminal cases (the "Limited Purpose"). Any other use of TWC Information by Recipient is a breach of this Contract.

1.3 References. Section references are to sections of this Attachment A unless otherwise specified.

SECTION 2 – Obligations of Agency

2.1 Online Access.

2.1.1 Description. Agency agrees to provide online "read-only" access to the following Agency mainframe computer screens:

- BN75: wage records file;
- CMES, CTCS, and BPCS: unemployment compensation claim benefit data; and

2.1.2 Number of Users. Subject to Section 3.1, Agency will grant access to the screens listed in Section 2.1.1 to a maximum of ten (10) "Users," all of whom must be direct Recipient employees.

2.1.3 Availability. Online access will routinely be available Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays, although Agency does not guarantee access during these periods. Agency may terminate or limit access without notice based on business necessity or in the event of an emergency.

SECTION 3 – Obligations of Recipient

3.1 Online Access.

3.1.1 Annual Fee and Payment. Recipient shall pay Agency a one thousand five hundred dollar ($1,500.00) annual subscription fee for the online access described in Section 2.1. The annual subscription fee covers the twelve (12) month period that begins on the Begin Date. Payment of the annual subscription fee is due within thirty (30) days of Recipient's execution of this Contract. The annual subscription fee is nonrefundable and will not be prorated in case of early termination of this Contract or suspension of services. **Recipient shall pay Agency the annual subscription fee for each subsequent contract year within thirty (30) days of the beginning of each contract year.** Recipient shall send payment to Texas Workforce Commission, Revenue and Trust Management, P.O. Box 322, Austin, TX 78767-0322.

3.1.2 User Documents. All prospective online Users must execute a *Texas Workforce Commission User Agreement* ("User Agreement"), Attachment C, and complete online TWC Information Technology Security Awareness Training ("Security Training").

3.1.3 User Document Submission and Maintenance. Before Agency RACF Administration will issue a User ID and password to a prospective User, Agency RACF Administration must receive from Recipient Contact Person (designated in Section 4.1) copies of a completed User Agreement and certificate of completion of Security Training ("Training Certificate"), with a completed *Cover Sheet for Transmitting User Agreement and Training Certificate* ("Cover Sheet"), Attachment D. Agency may deny access to any prospective User on security grounds. Recipient must maintain on file all original Training Certificates and User Agreements.

3.1.4 **Annual User Renewal. Each year, on the first day of the month following the anniversary of the Begin Date, the online access of each User will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.**

3.1.5 Notice of User Employment Change. Recipient shall notify Agency within three (3) calendar days of a User's termination, resignation, or reassignment into a position not requiring access to TWC Information, so that the User's password can be immediately revoked. Failure to provide such notice is a breach of this Contract and may result in immediate suspension of all online access, termination of this Contract, and other penalties provided by law and this Contract.

3.1.6 User Document Renewal. On October 1, 2015, the online access of each User established under a prior contract will be terminated unless Agency RACF Administration has received for the User, from Recipient Contact Person, copies of a new User Agreement and new Training Certificate executed or dated, respectively, no more than thirty (30) calendar days before submission, with a completed Cover Sheet.

3.1.7 Changes Prohibited. Users shall not change or update any TWC Information contained in Agency's computer stored files. Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

3.1.8 Instructions. Recipient shall be solely responsible for disseminating to Users any instructions provided by Agency regarding navigation of online access to TWC Information.

3.2 Additional Requirements.

3.2.1 Security Safeguards. Recipient shall establish, maintain, and comply with security safeguards and procedures to protect the confidentiality of all TWC Information. Recipient shall comply with the requirements in *Safeguards for TWC Information*, Attachment B, and in *Protection of Confidentiality - 20 C.F.R. § 603.9*, Attachment G. Failure to comply with any requirement of Attachment B or Attachment G is a breach of this Contract.

3.2.2 Suspension. Agency may suspend all services without notice if Agency suspects a violation of the security provisions in Attachment B. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of services will not result in security breaches. In the event of an extended suspension of services, Agency will notify Recipient as soon as possible.

3.2.3 Enduring Obligation. Termination or expiration of this Contract will not end Recipient's responsibility to protect the confidentiality of TWC Information remaining in Recipient's possession, under Recipient's control, or held by a third party subject to contract or agreement with Recipient.

3.2.4 Audit. Recipient's security safeguards and procedures, as well as Recipient's access to and use of TWC Information, are subject to monitoring, evaluation and audit by Agency.

3.2.5 Inspections. Recipient shall cooperate fully with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this Contract, Recipient shall permit Agency access to all sites containing TWC Information (including sites where data is maintained electronically), and to all workplaces used by personnel who have access to TWC Information.

3.2.6 Self-Assessment Report. Recipient shall submit to Agency a fully-executed *Quarterly Self-Assessment Report*, Attachment H, on the next-occurring quarterly filing date after the Begin Date, and on each quarterly filing date for as long as this Contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within thirty (30) days preceding submission.

3.2.7 Identity Theft Protection. In case of unauthorized disclosure of TWC Information by Recipient, Recipient shall purchase identity theft protection service for all individuals whose information was disclosed without authorization. The protection service shall cover each individual for a two-year period and must include, at a minimum, automatic fraud alerts to the individual.

3.2.8 Significant Change. Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.

3.2.9 Computer Resources. Recipient shall provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency.

3.2.10 Data Source. Agency does not warrant or guarantee the accuracy of TWC Information. TWC Information includes data provided to Agency by third parties, including employers and employees.

SECTION 4 – Contact Persons

4.1 Designation. The Parties designate the following primary liaisons for implementation of this Contract:

Agency Contact Person

M. Sonja Elizondo
External Data Exchange Contracts (EDEC)
Risk & Security Management Department
Texas Workforce Commission
1117 Trinity Street, **Room 104AT**
Austin, TX **78701**

Phone: (512) 463-0291
Fax: (512) 936-0219
Email: RSMContracts@twc.state.tx.us

Recipient Contact Person

Randolph Doyer
Chief Deputy
Williamson County Constable Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, TX 78613

Phone: (512) 260-4270

Email: rdoyer@wilco.org

Send invoices to:

Same as above

4.2 Notice. Any notice required under this Contract must be given to the other Party's Contact Person.

4.3 Notice to Alternate. If Recipient designates an alternate Contact Person, written notification by Agency to one (1) of the Recipient Contact Persons will satisfy any notification requirement of this Contract.

4.4 Change. Recipient may request a change in Recipient Contact Person by submitting to Agency Contact Person a written request on organizational letterhead signed by the person who signed this Contract on behalf of Recipient, or by a successor with authority to bind Recipient contractually. The request must include the TWC Contract Number, the name of the person being replaced, and the name of the new Recipient Contact Person, with job title, work address, phone number, and email address. No change in Recipient Contact Person is effective until acknowledged in writing by Agency.

4.5 Communications. Recipient shall include the TWC Contract Number in all communications with Agency.

Revised Attachment B

SAFEGUARDS FOR TWC INFORMATION

1. "Recipient" in this Contract shall maintain sufficient safeguards over all TWC Information to prevent unauthorized access to or disclosure of TWC Information:

   "TWC Information" means records maintained by Agency (TWC), and records obtained by Recipient from Agency under this Contract, including (1) records and data compilations provided electronically, on paper, or via online access or e-mail, (2) records and data compilations that Recipient has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data compilations incorporated in any manner into Recipient's records, files or data compilations.

2. Monitoring. Recipient shall monitor its Users' access to and use of TWC Information, and shall ensure that TWC Information is used only for the following "Limited Purpose": to assist in criminal investigations; to assist in locating defendants, witnesses, fugitives, and person with outstanding warrants in criminal cases. Recipient shall also ensure that TWC Information is used only for purposes authorized by law and in compliance with all other provisions of this Contract.

3. Storage. Recipient shall store TWC Information in a place physically secure from access by unauthorized persons.

4. Protection. Recipient shall store and process TWC Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain TWC Information by any means.

5. Access. Recipient shall undertake precautions to ensure that only authorized personnel are given access to TWC Information stored in computer systems.

6. Instruction. Recipient shall instruct all personnel having access to TWC Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this Contract and under state and federal law for unauthorized disclosure of TWC Information. Recipient acknowledges that all personnel who will have access to TWC Information have been instructed as required.

7. Disposal. Recipient shall dispose of TWC Information and any copies thereof after the Limited Purpose is achieved, except for TWC Information possessed by any court. Disposal means return of TWC Information to Agency or destruction of TWC Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all TWC Information within thirty (30) calendar days after the termination, cancellation, or expiration of this Contract, or as required by federal, state, or local government approved records retention requirements.

8. System. Recipient shall establish and maintain a system sufficient to allow an audit of compliance with the requirements of this Attachment B and the other provisions of this Contract.

9. No Disclosure or Release. Recipient shall not disclose or release any TWC Information other than as permitted in this Contract, without prior written consent of Agency.

10. Unauthorized Disclosure. It is a breach of this Contract to disclose TWC Information orally, electronically, in written or printed form, or in any other manner without the prior written consent of Agency:
    10.1 to any contract employee of Recipient or any individual not employed by Recipient;

    10.2 to another government entity, including a law enforcement entity;

    10.3 to Recipient employees who do not have a need to use TWC Information for the Limited Purpose.

11. Authorized Disclosure. TWC Information may only be disclosed:
    11.1 to employees under the direct hiring-and-firing control of Recipient who have a need to use the TWC Information for the Limited Purpose; and

    11.2 in a criminal judicial proceeding if the TWC Information is introduced in court as a sealed record with access limited to the prosecutor, defendant, judge, and jury.

12. Security Violation. Recipient shall monitor access of Users and shall notify Agency within twenty-four (24) hours if a security violation of this Contract is detected, or if Recipient suspects that the security or integrity of TWC Information has or may have been compromised in any way.

13. Format. TWC Information is subject to the requirements of this Contract even if the TWC Information is converted by Recipient into another format or medium, or incorporated in any manner into Recipient's records, files, or data compilations.

14. Access Limited. Recipient shall limit access to TWC Information to its employees who need access to achieve the Limited Purpose.

15. Mobile Device and Removal. Recipient shall not place TWC Information on mobile, remote, or portable storage devices, or remove storage media from Recipient's facility, without the prior written authorization of Agency.

16. Public Information Act. Under Texas Labor Code § 301.085, TWC Information is not "public information" for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any TWC Information in response to a request made under the Public Information Act or under any other law, regulation, or ordinance addressing public access to government records.

17. Subpoena. Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information. Federal regulations dictate the handling of subpoenas for TWC Information. Recipient shall comply with the requirements of 20 C.F.R. § 603.7 in responding to any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning TWC Information.

18. Federal Regulation. Recipient shall comply with all requirements of *Protection of Confidentiality - 20 C.F.R. § 603.9* (Attachment G of this Contract) relating to safeguarding TWC Information and insuring its confidentiality.

19. Unauthorized Lookup. A User shall not access TWC Information listed under the User's SSN or the SSN of a co-worker, family member, or friend.

20. Screening – Online Users. Recipient shall screen potential Users and seek online access only for employees that Recipient has determined pose no threat to the security of TWC Information.

21. Screening – All Handlers. Recipient shall permit access to TWC Information only to employees that Recipient has determined pose no threat to the security of TWC Information.

22. Internet. Recipient shall not transmit any TWC Information over the Internet unless it is encrypted using at least **256**-bit encryption.

23. Screen Dump. Recipient's security guidelines shall ensure that any screen dump or other extraction of TWC Information will be protected from unauthorized use or disclosure.
24. No Transfer. Recipient shall not transfer the authority or ability to access or maintain TWC Information under this Contract to any other person or entity.

Revised Attachment H

QUARTERLY SELF-ASSESSMENT REPORT

Failure to submit this report by due date can result in termination of all access to TWC Information.

The entity receiving TWC Information under TWC Contract ("Recipient") confirms it is in compliance with the requirements of the Contract and of Protection of Confidentiality - 20 C.F.R. § 603.9 (Attachment G of the Contract), during the previous period, to include the following:

1. Recipient used the disclosed TWC Information only for purposes authorized by law and consistent with the Limited Purpose set forth in Section 1.2 of Attachment A of the Contract.	Yes: __ No: __
2. Recipient stored the disclosed TWC Information in a place physically secure from access by unauthorized persons. This includes hard copies of the information.	Yes: __ No: __
3. Recipient stored and processed disclosed TWC Information maintained in electronic format outside of the recipient computer systems in such a way that unauthorized persons cannot obtain the TWC Information by any means.	Yes: __ No: __
4. Recipient took precautions to ensure that only authorized personnel were given access to disclosed TWC Information that is stored in recipient's computer systems.	Yes: __ No: __
5. Recipient has instructed all personnel having access to the disclosed TWC Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure. (Each violation is a Class A Misdemeanor, punishable by a fine of $4,000, a year in jail, or both).	Yes: __ No: __
6. Recipient adhered to confidentiality requirements and procedures that are consistent with, and meet the requirements of the TWC Contract.	Yes: __ No: __
7. Recipient agreed to report any infraction(s) of these requirements and procedures to TWC fully and promptly.	Yes: __ No: __
8. Recipient disposed of disclosed TWC Information, and any copies thereof made by Recipient, after the purpose for which the TWC Information was disclosed, is served, or as required by court order. (Disposal means return of the TWC Information to TWC or destruction of the TWC Information, as directed by TWC. Disposal includes deletion of personal identifiers in lieu of destruction.)	Yes: __ No: __
9. Recipient ensured that the disclosed TWC Information is not retained with personal identifiers for longer than such period of time as TWC deems appropriate.	Yes: __ No: __
10. Recipient maintained a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. § 603.9 and the TWC Contract.	Yes: __ No: __
11. Attached is a description of the system referred to in Item 10. Recipient ensured that any copies of any logs sent to TWC do not contain Sensitive PII. Remember to secure originals containing PII.	Yes: __ No: __
12. Recipient maintained as a minimum, the encryption requirements of FIPS 140-2 and encrypt the data at the minimum of 256-bit AES encryption.	Yes: __ No: __

QUARTERLY SELF-ASSESSMENT REPORT

13. Annual Renewal of Contract User Agreement and training certifications per the Contract terms are on file and copies have been submitted to RACF.Administration@twc.state.tx.us.	Yes: __ No: __
14. All users have completed the training within the previous 12 months.	Yes: __ No: __

By signature hereon, the Contract signatory or the entity's internal auditor certifies that:

All statements and information submitted in response to this Quarterly Self-Assessment Report are current, accurate, and complete.

_____ _____

Signature Date

_____

Printed Name and Title

Williamson County Constable Precinct 2 - 2916PEN010-1

Return this Report to:

External Data Sharing Contracts Manager | Risk and Security Management | Texas Workforce Commission | 1117 Trinity Street, Room 104AT | Austin, Texas 78701

Email: Self-AssessmentReports@twc.state.tx.us

Fax: 512-936-0219

TWC Contract - Amendment Number: 2916PEN010-1

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.

☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.

☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Williamson County Constable Precinct 2

_____

Dan Gattis Date
County Judge

Commissioners Court - Regular Session **28.**

Meeting Date: 08/02/2016

WTS

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

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding Williamson County's participation in the Women in Transportation's Heart of Texas Chapter's Agency Partnership and Agency Affiliate programs.

Background

Please see the two options that are attached for possible county participation.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agency Partnership

Affiliate Program

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/27/2016 04:31 PM
Form Started By: Rachel Rull		Started On: 07/22/2016 04:49 PM
Final Approval Date: 07/27/2016		

Advancing Women in Transportation
Heart of Texas Chapter

Agency Partnership Program 2016

The following partnership levels are being considered solely for local government agencies for purpose of increasing participation and membership involvement in WTS.

LEVEL	COST	BENEFITS
PEARL	$450	• Memberships for five (5) individuals • Two (2) luncheon programs vouchers • One (1) Gala ticket • One (1) Corporate Partner Event ticket • One (1) Professional Development Seminar ticket • Recognition signage at every event • Logo and company link on chapter website • Logo in chapter newsletter • Recognition in printed materials at Gala and Professional Development events
RUBY	$900	• Memberships for ten (10) individuals • Four (4) luncheon programs vouchers • Two (2) Gala tickets • Two (2) Corporate Partner Event tickets • Two (2) Professional Development Seminar tickets • Recognition signage at every event • Logo and company link on chapter website • Logo in chapter newsletter • Recognition in printed materials at Gala and Professional Development events
DIAMOND	$1300	• Memberships for fifteen (15) individuals • Six (6) luncheon programs vouchers • Three (3) Gala tickets • Three (3) Corporate Partner Event tickets • Three (3) Professional Development Seminar tickets • Recognition signage at every event • Logo and company link on chapter website • Logo in chapter newsletter • Recognition in printed materials at Gala and Professional Development events • One (1) ¼ page quarterly newsletter ad

For additional information, contact:

Haley Norman
Corporate Partner Program Chair
corporatepartnership@wtshotchapter.org
(713) 775-1343

Odette Tan
WTS President & CP Committee Representative
president@wtshotchapter.org
(512) 854.7587

WTS
Advancing Women in Transportation
Heart of Texas Chapter

AGENCY AFFILIATE PROGRAM

As an Affiliate Agency, WTS would list your agency as an affiliate partner on WTS publications and allow your employees to attend WTS events at the member or government rate, whichever is less. For these benefits, your agency would:

- Formally issue a statement to your employees encouraging their active participation in WTS activities
- Develop internal policies supporting employee participation (use of time for meetings, department budgets to support professional development activities, etc)
- Encourage your employees to join WTS as individual members at the reduced government rate at their own, personal expense.
- NOTE: If your agency is interested in purchasing memberships and/or event registration for your employees, please consider our Agency Partner program.

The following support is also encouraged:

- Encourage the designation of a regional liaison to disseminate WTS communications and coordinate activities
- Provision of at least one person to join one or more chapter committees
- Public endorsement of WTS International, its mission, and its four Texas chapters (if statewide agency) on your website and other media
- Provision of a speaker for a local WTS chapter activity each year. Generally, this would involve either a monthly luncheon program presentation on a relevant transportation topic or sitting on a panel at the annual Professional Development Seminar (or both).
- Provision of a senior-level employee to sit on the WTS Advisory Board

For additional information, please contact:

Haley Norman
Corporate Partner Program Chair
corporatepartnership@wtshotchapter.org
(713) 775-1343

Odette Tan
WTS President & CP Committee Representative
president@wtshotchapter.org
(512) 854.7587

Advancing Women in Transportation
Heart of Texas Chapter

AGENCY PARTNERS AND AFFILIATES IN TEXAS

Our Texas chapters are currently affiliated with the following agencies:

Heart of Texas Chapter

- **Capital METRO**
- **CTRMA**

In discussion with:

- ***TxDOT Austin District***

Houston Chapter

- **Houston METRO**
- **Houston Airport System**

San Antonio

- **City of San Antonio**

In discussion with:

- ***VIA Metropolitan Transit***
- ***TxDOT SA District***
- ***Bexar County***

Dallas Chapter

- **Dallas Area Rapid Transit**
- **The Fort Worth Transportation Authority**
- **DFW Airport**

In discussion with:

- ***North Texas Toll Road Authority***
- ***North Central Council of Government***

Commissioners Court - Regular Session **29.**

Meeting Date: 08/02/2016

Action Plan FY16

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant FY16 Annual Action Plan.

Background

Williamson County has been awarded a Community Development Block Grant (CDBG) FY16 funding allocation of $1,231,067 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. On June 7, 2016, Commissioners Court approved the funding recommendation included in the Annual Action Plan. The plan has been made available for public comment. To date, no comments have been received.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CDBG FY16 Action Plan

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2016 04:00 PM
Form Started By: Sally Bardwell		Started On: 07/26/2016 02:01 PM
Final Approval Date: 07/26/2016		

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Williamson County Community Development Block Grant (CDBG) program currently has ten participating cities. The cities include Cedar Park, Coupland, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Taylor, and Weir. A five year Consolidated Plan was developed in 2014 in an effort to address needs of low to moderate income persons living within Williamson County.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The County has been awarded CDBG funds in the amount of $1,231,067 for Fiscal Year 2016. In accordance to the priorities identified and outlined in the County's Consolidated Plan, four infrastructure projects, one public facility project, one housing rehab project and one homeownership assistance project were identified for FY16 allocations. The projects will serve low to moderate income areas and households throughout the County. The Action Plan covers the period of October 1, 2016 through September 30, 2017. The projects meet national goals and supports ongoing efforts in the community to address the growing population.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Williamson County CDBG Program identified priorities and needs during the 2014-2018 Consolidated Planning Process, which is utilized in identifying projects to be funded.

The Williamson County CDBG program is currently utilizing funds allocated to projects that are in line with past and current priorities. These projects are monitored as they are being implemented as to ensure progress and eligible spending. In administering a CDBG program, an entitlement community must meet a timeliness threshold of not more than 1.5 times its annual allocation in its line of credit 60 days prior to the end of the program year. The Williamson County CDBG program has met the timeliness threshold over the last several years and expects to do the same in upcoming years.

A 2016 Single Audit was conducted on the Williamson County CDBG Program. Internal Audits have been conducted in 2010, 2013, 2015 and 2016 with favorable reports. HUD conducted a remote monitoring on open activities in 2011. All projects identified during this monitoring have been completed and closed in IDIS.

HUD conducted program monitorings in 2012 and 2015. Two findings were identified in 2012 with regards to administrative documents. The County now has policies in place that ensure that proper documentation is on file. No findings were identified in the 2015 HUD monitoring.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed.

Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on February 2, 2016 to gather input regarding the CDBG program and potential projects.

Project funding was approved by the Williamson County Commissioners' Court on June 7, 2016. The FY16 Annual Action Plan was made available for public comment June 17, 2016- July 18, 2016. An announcement of the the notice of a 30-day comment period was published in local newspapers and on the County website.

The final draft, along with any public comments was presented to the Williamson County Commissioners Court on July 26, 2016.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Please see Citizen Participation Comments.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were not accepted.

7. Summary

Please see Citizen Participation Comments.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	WILLIAMSON COUNTY	Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The lead agency for the Annual Plan is the CDBG Office in Williamson County. The major public agencies responsible for administering projects covered by this Annual Plan include the cities of Georgetown, Jarrell, Granger, Liberty Hill and Taylor. Other public agencies include Georgetown Housing Authority, Granger Housing Authority, Taylor Housing Authority, and Round Rock Housing Authority.

Consolidated Plan Public Contact Information

Sally Bardwell

Community Development Administrator

sallyjbardwell@wilco.org

512-943-3757

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Williamson County CDBG Office is the lead agency in implementing the Consolidated Plan and Annual Plan. The CDBG Administrator works closely with local social service agencies and other county agencies and committees to meet the needs of LMI residents. These efforts will continue in 2016.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Concerns regarding public housing include inconsistencies regarding available programs within the County, limited information regarding the current status of available subsidized housing, and lengthy waiting lists.

The County will collaborate with the public housing authorities and other social organizations to compile accurate information regarding public housing and distribute the information to current residents and others who are eligible for assistance. The County will also continue to support organizations that promote affordable and descent housing. Public Housing Authorities will be encouraged to request citizen participation in the management of the Housing Authorities.

CDBG funds will be utlized by the Georgetown Housing Authority to rehab existig units. The Taylor Housing Authority will utilize funds to provide homeownership assistance. The program will provide pre and post purchase counseling and homebuyer assistance to income qualified individuals and families.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Williamson County is included in the Texas Balance of State Continuum of Care managed through Texas Homeless Network (THN). The mission of THN is to provide solutions to end homelessness in Texas communities through education, resources and advocacy. Through the Williamson County Consumer Housing Coalition, the needs of residents in Williamson County are assisted as follows:

More housing vouchers for Williamson County

Assistance to low-income, the elderly and the disabled in obtaining more housing options

Increased opportunities in Williamson County to remove architectural barriers

Collaborations & partnerships with Williamson County organizations and consumers

Provide information on affordable housing

Growing coalition efforts through collaboration

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The County does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Texas Homeless Network
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

2	**Agency/Group/Organization**	WILLIAMSON BURNET COUNTIES OPPORTUNITIES (WBCO)
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

3	**Agency/Group/Organization**	Georgetown Resource Center
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

4	**Agency/Group/Organization**	ARCIL, INC.
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Service-Fair Housing Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
5	**Agency/Group/Organization**	Habitat for Humanity of Williamson County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
6	**Agency/Group/Organization**	City of Cedar Park
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
7	**Agency/Group/Organization**	City of Georgetown
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
8	**Agency/Group/Organization**	City of Jarrell
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
9	**Agency/Group/Organization**	City of Leander
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

10	**Agency/Group/Organization**	City of Liberty Hill
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
11	**Agency/Group/Organization**	CITY OF TAYLOR, TX
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
12	**Agency/Group/Organization**	City of Weir
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
13	**Agency/Group/Organization**	GRANGER
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
14	**Agency/Group/Organization**	HUTTO
	Agency/Group/Organization Type	Other government - Local

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
15	**Agency/Group/Organization**	City of Coupland
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
16	**Agency/Group/Organization**	Taylor Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
17	**Agency/Group/Organization**	Georgetown Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.
18	**Agency/Group/Organization**	Granger Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Public hearings were held on February 2, 2016 and June 28, 2016.Research via web.

Identify any Agency Types not consulted and provide rationale for not consulting

Requests for projects and public hearings are open to all agencies and agency types. No agency type was omitted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care		

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The CDBG citizen participation plan indicates that all federal regulations regarding public comment periods and participation will be followed by the Williamson County CDBG Office. The CDBG Office encourages the public to review documents concerning the CDBG program and provide feedback when desired and needed.

Representatives of participating cities, County Commissioners, and other stakeholders were notified of funding and information was posted on the Williamson County web site at www.wilco.org. Notification was also posted in local newspapers. Notices were published in both English and Spanish. A public hearing was held on February 2, 2016 to gather input regarding the CDBG program and potential projects.

The project proposal was approved by the Williamson County Commissioners Court on June 7, 2016. The Annual Action Plan was made available for public comment at city halls of participating cities and the Housing Authorities of Georgetown, Granger and Taylor. A second public hearing was held on June 28, 2016.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	Two representatives in attendance.	Discussion of potential projects and funding process.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community		No comments received.		
3	Internet Outreach	Non-targeted/broad community		No comments received.		
4	Public Meeting	Non-targeted/broad community		No comments received.		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c) (1, 2)

Introduction

Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,231,067	0	0	1,231,067	2,462,134	CDBG funds will be used for priority projects in eligible areas and will leverage other federal, state, local and private funds.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Williamson County anticipates funding levels to remain level with those provided in 2016. The amount expected if funding remains level is $1,231,067. For anticipated allocations for the remainder of the Consolidated Plan, Williamson County reflects a level allocation from the 2016

amount. The County has historically received CDBG funds and expects to continue to receive funding.

The following are leveraged funds per project:

City of Taylor Robinson Park Community Center $10,000

City of Jarrell Wastewater $11,000

Georgetown Housing Authority $125,000

City of Granger Drainage Project $11,000

Taylor Housing Authority Home Ownership Program $363,200

City of Liberty Hill Sidewalk $5000

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Williamson County does not intend to address the needs identified in this plan with publically owned land or property located within the jurisdiction.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facility Improvements	2014	2018	Non-Housing Community Development	Countywide	Public Facility and Infrastructure Improvements	CDBG: $150,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 4190 Persons Assisted
2	Water/Sewer Improvements	2014	2016	Non-Housing Community Development		Public Facility and Infrastructure Improvements	CDBG: $528,800	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1884 Persons Assisted
3	Sidewalks	2014	2015	Non-Housing Community Development		Public Facility and Infrastructure Improvements	CDBG: $161,500	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1162 Persons Assisted
4	Housing Rehabilitation	2014	2018	Affordable Housing		Public Facility and Infrastructure Improvements	CDBG: $166,610	Rental units rehabilitated: 28 Household Housing Unit
5	Home-ownership Assistance	2014	2015	Affordable Housing	Countywide	Public Services	CDBG: $100,000	Public service activities for Low/Moderate Income Housing Benefit: 10 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Administration	2014	2018	Admin and Planning	Countywide	Public Facility and Infrastructure Improvements	CDBG: $124,157	

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Facility Improvements
	Goal Description	Renovation of community center in Taylor TX. Funding amount is $150,000.
2	**Goal Name**	Water/Sewer Improvements
	Goal Description	Wastewater project will take place in the City of Jarrell. Funding amount $199,300 Wasterwater project will take place in the City of Granger. Funding amount $329,500.
3	**Goal Name**	Sidewalks
	Goal Description	Sidewalk project will take place in the City of Georgetown. Funding amount $135,500. Sidewalk project will take place in the City of Liberty Hill. Funding amount $26,000.
4	**Goal Name**	Housing Rehabilitation
	Goal Description	Rehab of units at the Georgetown Housing Authority. Funding amount $166,610.
5	**Goal Name**	Home-ownership Assistance
	Goal Description	Taylor Housing Authority home ownership program. Funding amount $100,000.
6	**Goal Name**	Administration
	Goal Description	Program administration.

Table 7 – Goal Descriptions

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b):

100% of funding will be utilized to assist low-mod income areas and/or households.

AP-35 Projects – 91.220(d)

Introduction

The Strategic Plan outlined five (5) priorities identified during the extensive planning process and the strategies for addressing these priorities. The following is a summary of the priorities identified in the Strategic Plan:

Public Facility and Infrastructure Improvements

- Fund non-housing community development proposals that eliminate a threat to public health and safety to include water/sewer projects, drainage projects, sidewalks, and street improvements.
- Fund public facility improvements that benefit low income households and persons, and persons with special needs to include senior centers, neighborhood facilities, youth centers, homeless facilities, childcare centers, parks and recreational facilities.**Increase Access to Affordable Housing**
- Fund activities that expand the supply and improve the condition of housing affordable to lower income households.
- Fund activities that leverage other public and private resources such as Low Income Tax Credit Projects.
- Extend the useful life of existing affordable housing through weatherization, repair, and rehabilitation programs.**Decrease Homelessness**
- Provide funds to support shelter operations and transitional housing.
- Provide funding to increase permanent supportive housing opportunities and work to create a stronger network of providers of supportive and mainstream services to homeless clients.**Public Services**
- Fund projects that provide supportive services to low and moderate income household as well as persons with special needs.
- Support efforts to develop a regional social service collaborative to coordinate the work of social service organizations, disseminate news and information, and eliminate duplication of effort.**Affirmatively Further Fair Housing**
- Support improved access to community resources.
- Continue to operate in compliance with protected class definitions found in federal regulations.

During FY16, Williamson County will undertake the following projects to implement these strategies.

#	Project Name
1	Taylor Robinson Park Community Center
2	City of Jarrell Wastewater Improvements
3	Georgetown Housing Authority Rehab Project

#	Project Name
4	Taylor Housing Authority Home Ownership Program
5	Georgetown Sidewalk Project
6	Granger Sewer Project
7	Liberty Hill Sidewalk Project
8	Program Administration

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were based upon the Needs Assessment undertaken as part of the planning process and demand for projects and services in the past. For example, the need for infrastructure projects far exceeds the amount of CDBG funding available and it will continue receive a majority of funding. The primary obstacle to addressing underserved needs is the limited resources available to address such needs throughout the County. The County encourages CDBG applicants to seek other resources from other public and private entities in an effort to leverage the limited amount of CDBG funds available.

Projects

AP-38 Projects Summary

Project Summary Information

Table 9 – Project Summary

1	**Project Name**	Taylor Robinson Park Community Center
	Target Area	City of Taylor, Census Tracts 210.00 and 211.00
	Goals Supported	Public Facility Improvements
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $150,000
	Description	Renovations to a 2040 square foot building originally constructed in 1940 to include improvements to the two bathrooms and entrance ramp to meet ADA standards, enlarging the kitchen, replacement of the electrical system, foundation leveled, windows replaced, improvements to the outside walls and roof repair.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Area based project based project: 4190 people 73% low-mod
	Location Description	Taylor, TX
	Planned Activities	See project description.
2	**Project Name**	City of Jarrell Wastewater Improvements
	Target Area	

	Goals Supported	Water/Sewer Improvements
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $199,300
	Description	FY14:Installation of approximately 1700 linear feet of 6 inch gravity wastewater pipe, four manholes, 23 wastewater services connections and all associated incidentals required for construction.FY15: Installation of approximately 1250 linear feet of 8 inch gravity wastewater pipe, four manholes, 3 wastewater service connections and all associated incidentals required for construction. FY16: Installation of approximately 1400 linear feet of 6-inch gravity wastewater line, four manholes, six wastewater service connections and all associated incidentals required for construction.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Area based portion of the project: 1000 people 56% low-mod Household portion of the project: 6 (low-mod households)
	Location Description	Jarrell, TX
	Planned Activities	See project description.
3	**Project Name**	Georgetown Housing Authority Rehab Project
	Target Area	
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $166,610
	Description	Rehab of an estimated 28 total units to include heating and cooling systems, electrical upgrade and asbestos abatement, as required.
	Target Date	9/30/2017

	Estimate the number and type of families that will benefit from the proposed activities	Approximately 259 people to benefit from rehab of units.
	Location Description	Georgetown Housing Authority
	Planned Activities	See project description
4	**Project Name**	Taylor Housing Authority Home Ownership Program
	Target Area	
	Goals Supported	Home-ownership Assistance
	Needs Addressed	Increase Access to Affordable Housing
	Funding	CDBG: $100,000
	Description	Program will provide pre and post purchase counseling and homebuyer assistance to income qualified individuals and families.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	10 low-mod income families
	Location Description	Williamson County
	Planned Activities	See project description.
5	**Project Name**	Georgetown Sidewalk Project
	Target Area	
	Goals Supported	Sidewalks
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $135,500

	Description	Approximately 1500 feet of five-foot-wide sidewalk, approximately 4500 square feet of driveway approach and nine handicapped ramps. The project will continue sidewalk north on Scenic Drive from the existing sidewalk to 6th Street, then on 6th Street from Scenic Drive to Martin Luther King Street, which will connect to existing sidewalk east of Martin Luther King.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Area based project: 785 people 60% low-mod
	Location Description	Georgetown, TX
	Planned Activities	See project description.
6	**Project Name**	Granger Sewer Project
	Target Area	
	Goals Supported	Water/Sewer Improvements
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $329,500
	Description	Replacement of existing lift station, 750 linear feet of 2-inch force main pipe, 6-inch gravity PVC pipe, two manholes and associated project incidentals.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Area based project: 878 people 51.41% low-mod
	Location Description	Granger, TX
	Planned Activities	See project description.
	Project Name	Liberty Hill Sidewalk Project

7	**Target Area**	
	Goals Supported	Sidewalks
	Needs Addressed	Public Facility and Infrastructure Improvements
	Funding	CDBG: $26,000
	Description	Construction of 2,600 linear feet of 4-foot sidewalk, 100 linear feet of 5-foot sidewalk, nine ramps, 16 driveway aprons, and 1,170 linear feet of drainage improvements. The streets to be addressed include Hickman Street, Church Street, Barton Drive, Grange Street, and Munro Street. FY16 funding is for engineering only.
	Target Date	9/30/2017
	Estimate the number and type of families that will benefit from the proposed activities	Area based project: 377 people Survey will be conducted to determine percent low-mod prior to project start.
	Location Description	Liberty Hill, TX
	Planned Activities	See project description.
8	**Project Name**	Program Administration
	Target Area	Countywide
	Goals Supported	Administration
	Needs Addressed	
	Funding	CDBG: $124,157
	Description	Planning and administration.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The following projects are a part of the geographic areas of the entitlement which include Georgetown, Taylor and Liberty Hill.

Georgetown Housing Authority was funded 13.5%.

Taylor Housing Authority was funded 8.1%.

City of Georgetown Sidewalk Project was funded 11%. Census Tract 214.02 Block Group 2.

City of Liberty Hill Sidewalk Project was funded 2.1%. Project area will be surveyed to determine low-mod percent prior to project start.

Program Administrattion was funded 10.1%

These percentages were included in the Countywide Geographic Distribution listed below.

Geographic Distribution

Target Area	Percentage of Funds
City of Taylor, Census Tracts 210.00 and 211.00	12
City of Jerrell	16
City of Liberty Hill, Census Tract 203.01, Block Group 1 and 3	
City of Georgetown, Census Tract 201.02, Block Groups 1 and 2	
City of Granger, Census Tract 213, Block Group 2 and 3	27
Countywide	45

Table 10 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Submitted proposals were reviewed and projects were proposed to Commissioners' Court based on priorities outlined in the Consolidated Plan, budget details, timelines and specific needs of the project.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The lack of affordable rental units was a common thread. The greatest need is among renter households with very low incomes and families. As a result, affordable housing programs are designed to meet those needs.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 11 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	34
Acquisition of Existing Units	0
Total	34

Table 12 - One Year Goals for Affordable Housing by Support Type

Discussion

The County will award the Taylor Housing Authority Home Ownership Program $100,000. The project will provide pre and post purchase counseling and homebuyer assistance to ten income qualified individuals and families. The Georgetown Housing Authority will utilize $166,610 to rehab approximately 28 units. The City of Jarrell will utlize funds to make wastewater connections to six income qualified households.

AP-60 Public Housing – 91.220(h)

Introduction

Low-income residents largely depend on local housing authorities for access to affordable housing and related services. The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for resident's self-sufficiency and economic independence. There are currently four public housing authorities managing almost 400 public housing units and over 450 housing choice vouchers throughout Williamson County. In consultation with Williamson County's public housing authorities, data has determined the needs of residents to include access to transportation and affordable child care. Affordable housing is the greatest need throughout the County with over 500 applicants on the public housing waiting lists and well over 600 applicants waiting to receive assistance through the housing choice voucher program. The need for additional affordable housing units is crucial for Williamson County residents, but the lack of developable land and contractors willing to develop affordable housing is a barrier.

Actions planned during the next year to address the needs to public housing

The County will award the Taylor Housing Authority Home Ownership Program $100,000. The project will provide pre and post purchase counseling and homebuyer assistance to ten income qualified individuals and families. The Georgetown Housing Authority will utilize $166,610 to rehab approximately 28 units.

Williamson County's public housing authorities will continue to seek additional funding to address public housing needs and will apply for additional housing choice vouchers when available. Lack of funding is a barrier in addressing public housing needs and has created lengthy waiting lists and long waiting periods to be housed. Housing authorities will continue to provide housing assistance and social service needs to residents and will maintain efforts to implement more programs if funding allows.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Williamson County will support the Taylor Housing Authority in a Home Ownership Program. The program will provide counseling and assistance to potential homebuyers. The County will encourage the local public housing authorities to continue its current programs and collaborate with other agencies that assist with homeownership. Also, Georgetown and Round Rock Housing Authorities have Resident

Commissions on their boards in an effort to encourage participation.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority, and Granger Housing Authority are all standard performers and not considered troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The County will award the Taylor Housing Authority Home Ownership Program $100,000. The project will provide pre and post purchase counseling and homebuyer assistance to ten income qualified individuals and families. The Georgetown Housing Authority will utilize $166,610 to rehab approximately 28 units. These activities will support approximately 38 households.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County supports the efforts of the Balance of State Continuum of Care (CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The Continuum will work to create a better communication system for service providers to stay in contact with both schools and hospitals to avoid homeless persons (or those at risk of homelessness) from falling through the cracks of the system. As part of the annual point-in-time count, the CoC conducts outreach. Not only are homeless people counted, particularly unsheltered persons, but representatives from various agencies are available to answer questions and provide information about available resources.

Over the next annual action plan period, the County will continue to support local social service agencies, such as Capital Idea, San Gabriel Crisis Service Center, Bluebonnet Trails, MHMR and the Georgetown Project that provide a wide array of support services for homeless persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

While Williamson County is not a direct recipient of Emergency Solution Grant funds, the County will continue to partner with the Balance of State CoC to support emergency and transitional housing needs of homeless persons in the County.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. During this consolidated plan period, Williamson County will continue to support local organizations, such as the Georgetown Community Service Center to assist homeless person with transitional and permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

While Williamson County is not a direct recipient of Emergency Solution Grant funds, the County will continue to partner with the Balance of State CoC to support efforts made to implement local coordinated discharge policies for individuals or families who are being discharged from a publicly funded institution.

Discussion

One year goals for the number of households to be provided housing through the use of HOPWA for:
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family
Tenant-based rental assistance
Units provided in housing facilities (transitional or permanent) that are being developed, leased, or operated
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds
Total

AP-75 Barriers to affordable housing – 91.220(j)

Introduction

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Barriers to affordable housing can encompass a wide array of aspects, to include but not limited to banking, finance, and insurance industry regulations, socio-economic situations, neighborhood conditions, and public policy legislation and fair housing enforcement. The County will continue to work with nonprofit agencies in the community to remove or ameliorate the negative effects (if any) of public policies that serve as barriers to affordable housing in 2016.

Additionally, the County will continue to increase partnerships with local units of government to ensure equitable zoning practices as they relate to fair housing and the development of affordable housing.

Discussion

AP-85 Other Actions – 91.220(k)

Introduction

Listed below are the actions planned to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The major obstacle to meeting all of the identified needs is the lack of funding resources. Minimal funding increases does not account for the overall budgetary restrictions the County has seen in its CDBG program. Typically, applicant request amounts are much higher than the entitlement amount which further escalates the budgetary constraints in meeting the undeserved needs. However, the County will continue to partner, when feasible, with other nonprofit organizations to leverage the County's CDBG allocation.

Actions planned to foster and maintain affordable housing

The County will continue to encourage the development of affordable housing by being flexible as possible (when applicable) with the developers to build this type of housing and ensure profitability which allows the developer and the contractor to remain in business.

Actions planned to reduce lead-based paint hazards

To the greatest extent practicable, Williamson County will work with local agencies to help eliminate the hazard of lead poisoning due to the presence of lead based paint. The County will also disseminate information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

Actions planned to reduce the number of poverty-level families

The County will continue to combat the number of poverty-level families by supporting incentives to attract, retain, and expand businesses, advocate for improved employment-affordable housing options and support organizations and programs that provide job training, education, and placement services.

The County will award the Taylor Housing Authority Home Ownership Program $100,000. The project will provide pre and post purchase counseling and homebuyer assistance to ten income qualified individuals and families. The Georgetown Housing Authority will utilize $166,610 to rehab

approximately 28 units.

Actions planned to develop institutional structure

Williamson County will continue to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. These programs will be carried out through oversight by the Williamson County Community Development Administrator in which work will be conducted through the issuance of sub-recipient agreements.

Actions planned to enhance coordination between public and private housing and social service agencies

While Williamson County has limited resources to address the priorities identified, the County will continue to seek partnerships and establish cooperative working relationships to leverage its 2016 CDBG allocation.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Attachments

Citizen Participation Comments

No comments have been received to date.

Grantee Unique Appendices

Alternate Projects

Alternate Projects
FY16 CDBG Funding

This document includes a list of alternate projects for public review. If a funded project has cost savings, slows down or discovers a barrier to being completed, an alternate project from the current Annual Action Plan may be selected to continue the timely spending of grant funds. Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects contain the same level of information that funded projects contain in the Annual Action Plan to ensure appropriate review by the public. Project descriptions also include the maximum dollar amount the Commissioners Court will consider if funding becomes available. Approval by the Williamson County Commissioners Court will be necessary to replace a funded project with an alternate or to fund an alternate with cost savings from a completed project regardless of whether or not:

•the increase or decrease exceeds 50% change in federal funding where the project is $25,000 or less, or
•the increase of decrease exceeds 25% change in federal funding where the project is more than $25,000.

These actions will not require a substantial amendment since the alternate projects will have gone through a public review process.

Consideration of any project that was not identified as an alternate will go through the approved substantial amendment process.

Alternate Projects

City of Coupland Roadway Renovation Plan for CR 458
Renovation of CR 458 to include improvements, surveying, geotechnical engineering and engineering. The distance of the roadway to be renovated is 2.15 miles.
Funding Requested: $197,000
Estimated Funding for FY16: $0
Annual Goals: Street Improvements
Target Areas: City of Coupland
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 277 People

City of Taylor West 3rd Reconstruction and Water/Wastewater Improvements
6732 square yards of recycled pavement (12" deep with cement), 6120 square yards of 2.5" HMAC, 1355 linear feet of curb and gutter replacement, 340 linear feet of 8" wastewater main, 1730 linear feet of wastewater service lines with clean-outs at right of way, 2500 linear feet of 8"C900 water main, 1050 linear feet of water service lines, six water valves and fittings, three wastewater manholes, 2840 linear feet of trench protection, seven fire hydrants and associated appurtenances. Construction will take place on West 3rd Street between Vance Street and Howard Street.
Funding Requested: $600,656
Estimated Funding for FY16: $0

Annual Goals: Water/Sewer Improvements and Street Improvements
Target Areas: City of Taylor
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 4190 People

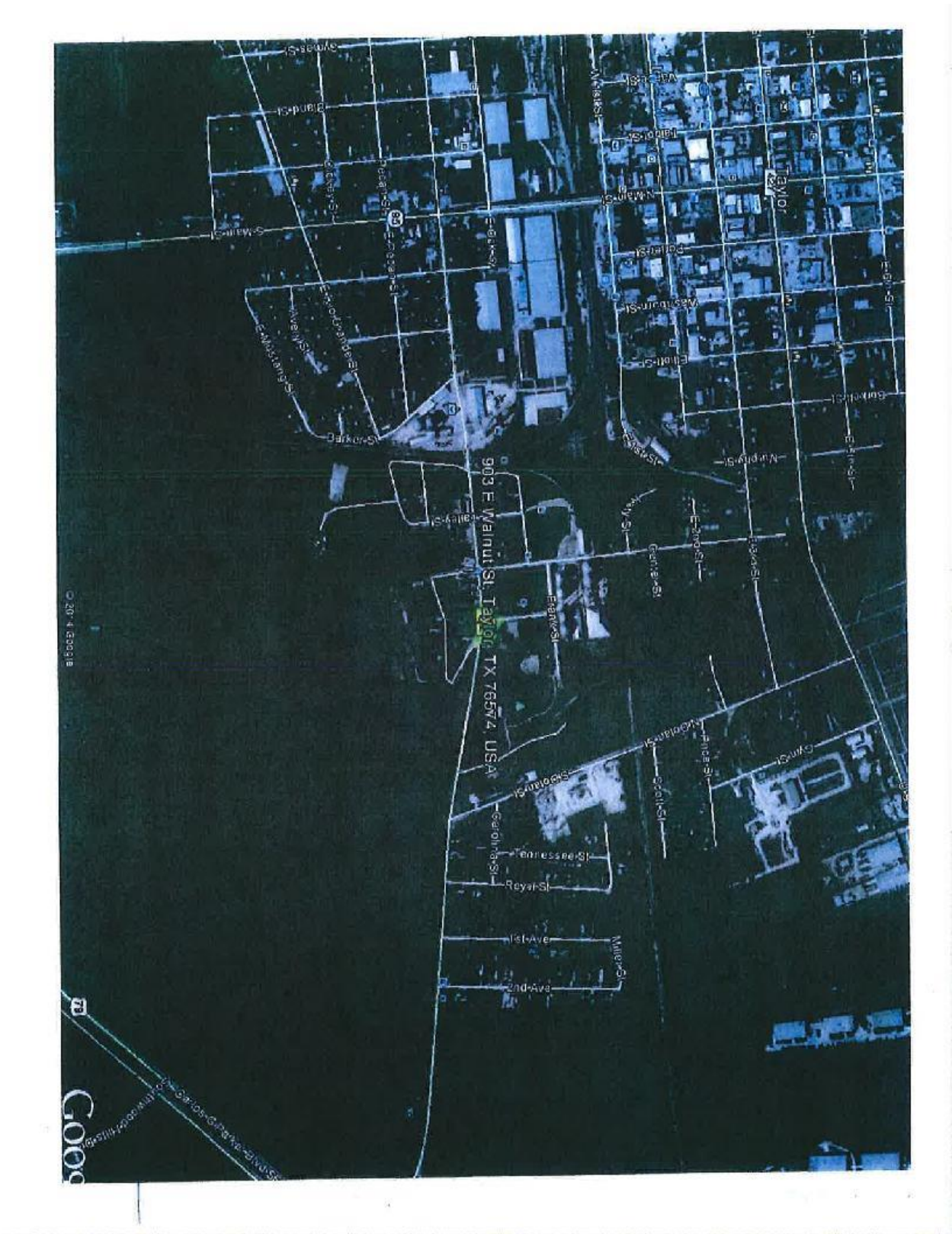
City of Leander Senior and Head Start Center
Construction of 18,500 square foot Senior and Head Start Center. The facility will include 4000 square feet for the senior center, 7000 square feet for the Head Start Program, 7300 square feet of common area (commercial kitchen, storage, utilities, circulation, mechanical) and 23,000 square feet of outdoor space (parking, playscape, activity area, community garden)
Funding Requested: $500,000
Estimated Funding for FY16: $0
Annual Goals: Neighborhood Facilities
Target Areas: City of Leander
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 16,405 People

City of Weir Community Center
Construction of 6000 square foot Community Center with a concrete slab foundation and an eave height of 16 feet. The exterior of the building will be factory finished meta panel with limestone veneer accents. The facility will include a large open meeting room, complete kitchen, restrooms, refrigerated and unrefrigerated storage.
Funding Requested: $350,000
Estimated Funding for FY16: $35,000 (engineering only)
Annual Goals: Neighborhood Facility
Target Areas: City of Weir
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 450 People

Project Maps

City of Taylor Robinson Park Community Center

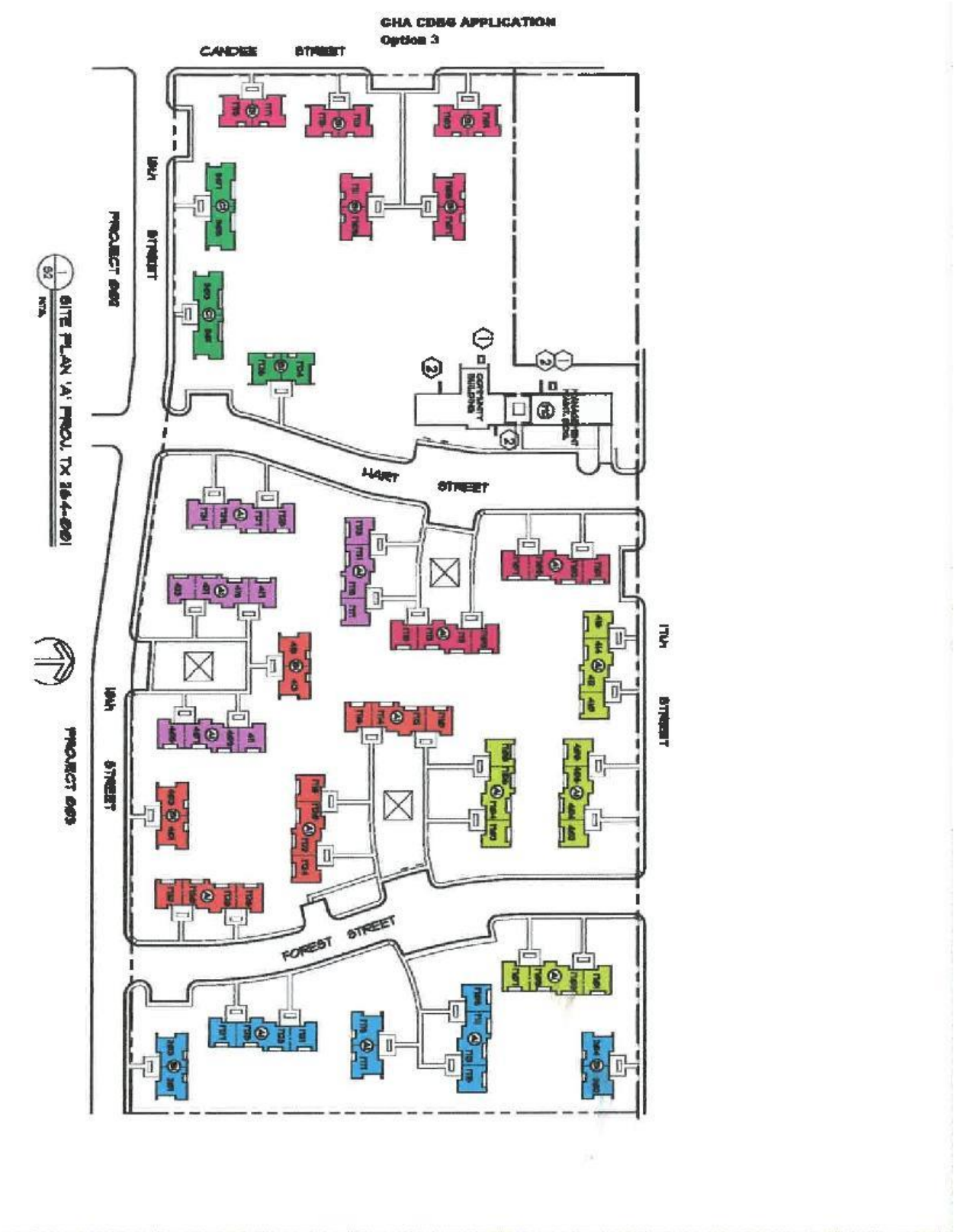

Givens
Community
Center
© 2016 Google


903 E Walnut St, Taylor, TX 76574, USA
Taylor
Tennessee St
Royal St
1st Ave
2nd Ave
Google

City of Jarrell Wastewater Improvements


307
305

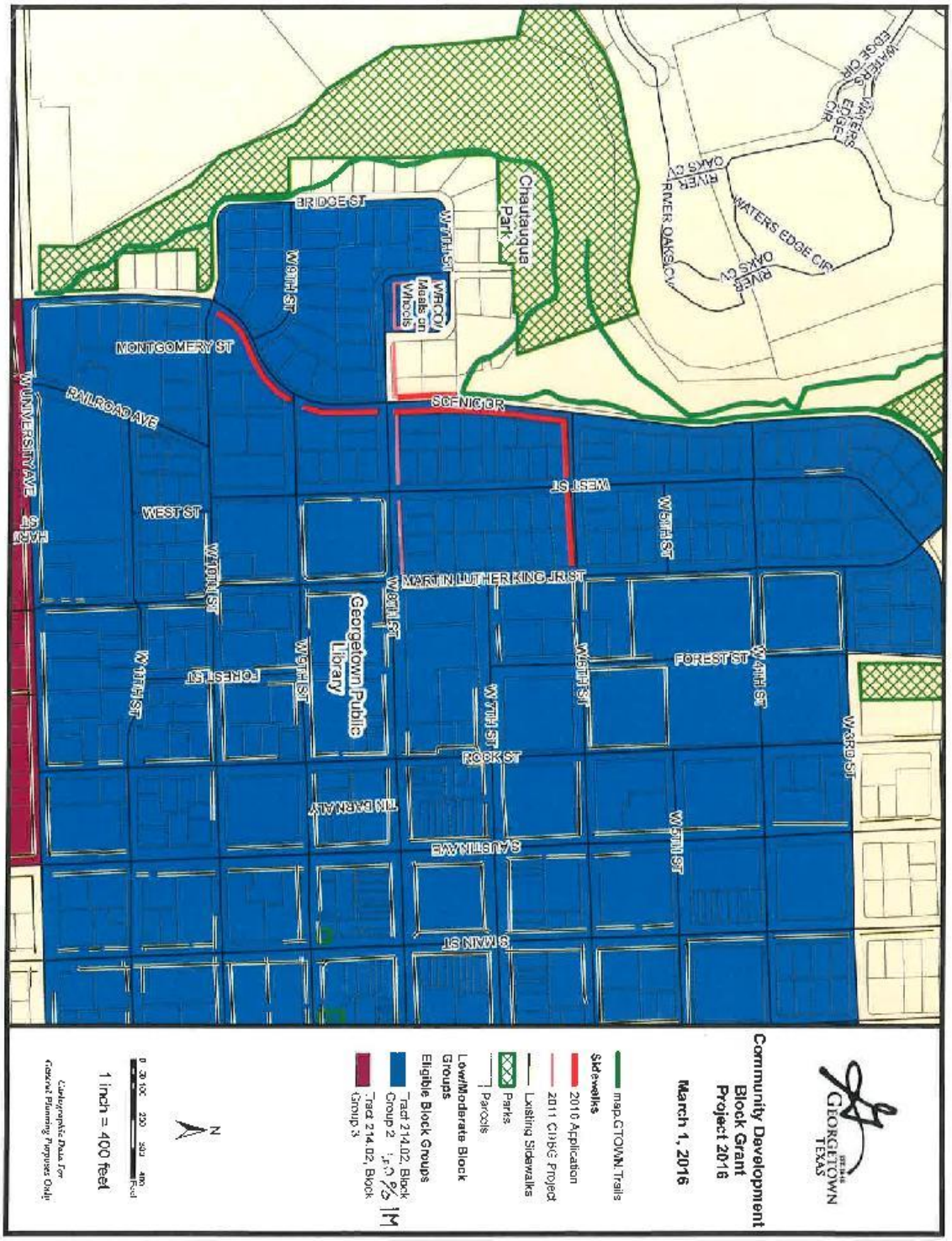
Georgetown Housing Authority


CHA CDBG APPLICATION
Option 3
CANDEE STREET
PROJECT 003
HAVT STREET
SITE PLAN 'A' PROJ. TX 364-001
NTS
PROJECT 003
HAVT STREET
HAVT STREET
ITH STREET
FOREST STREET
COMMUNITY BUILDING

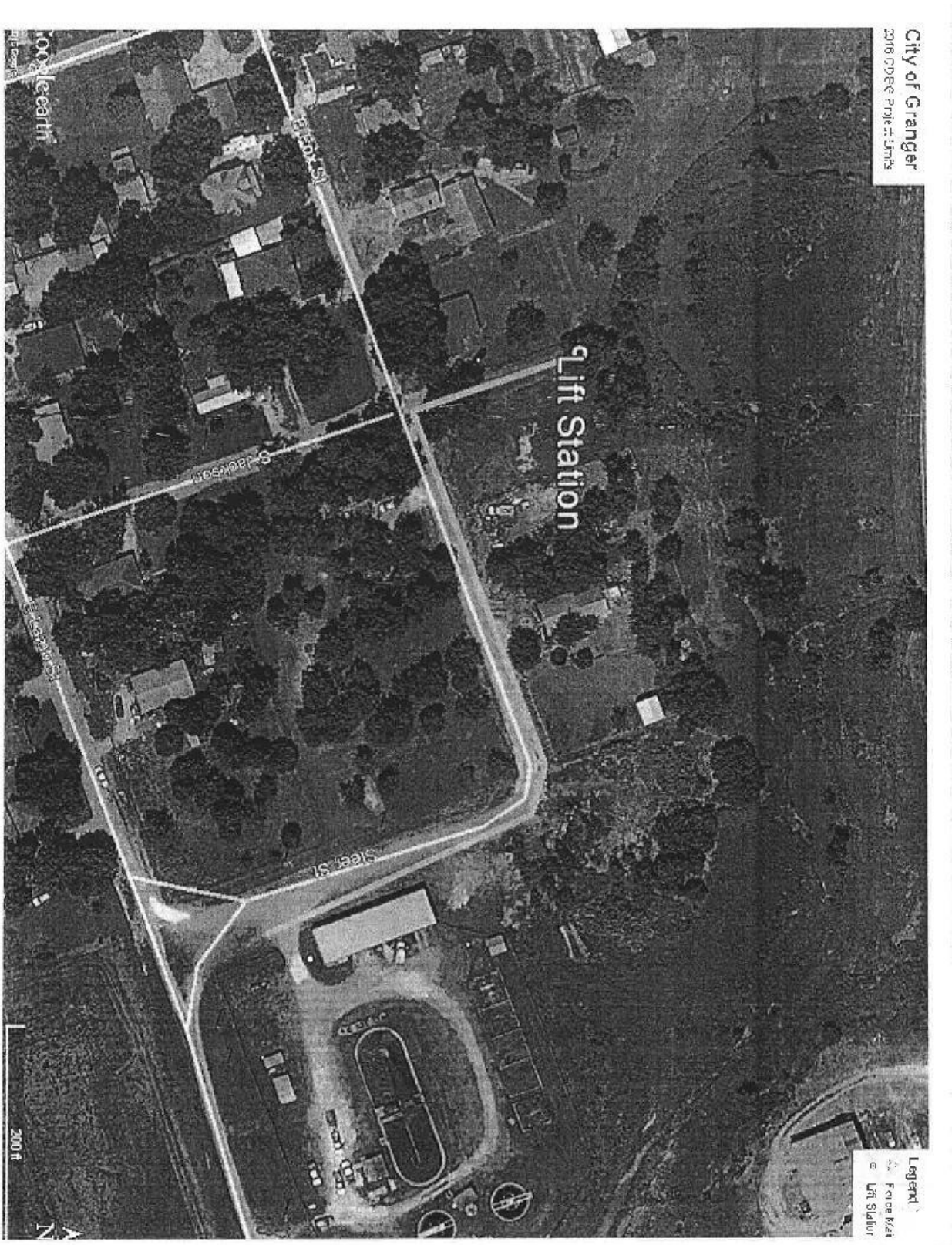
Taylor Housing Authority Home Ownership Program

locations to be determined

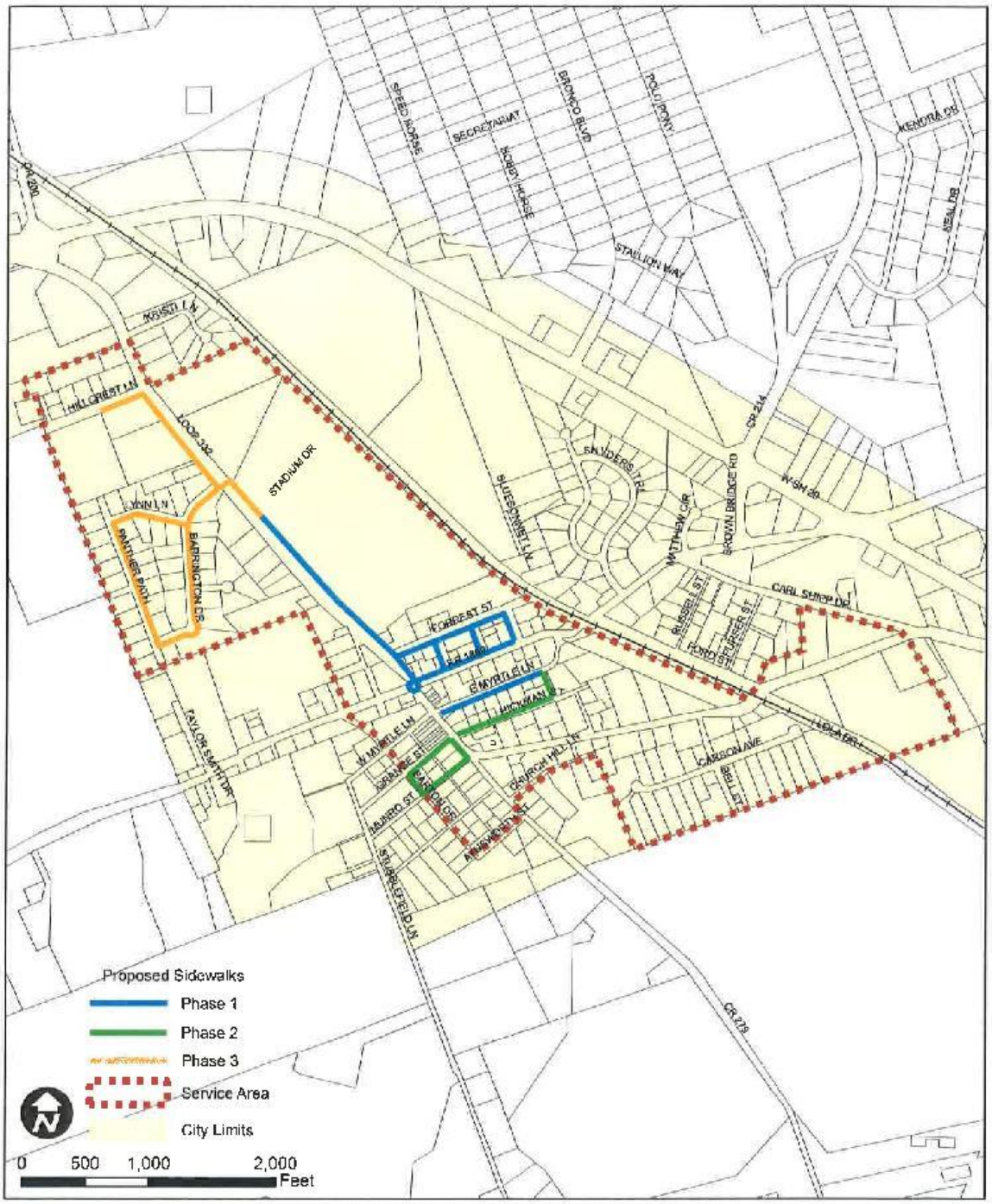
City of Georgetown Sidewalk Project


Community Development Block Grant Project 2016
March 1, 2016
GEORGETOWN TEXAS
Sidewalks
map.GTOWN.Trails
2016 Application
2011 CDBG Project
Existing Sidewalks
Parks
Parcels
Low/Moderate Block Groups
Eligible Block Groups
Tract 214.02, Block Group 2
Tract 214.02, Block Group 3
N
1 inch = 400 feet
Geographic Data for General Planning Purposes Only
Chautauqua Park
Georgetown Public Library
WRCOG Meals on Wheels
BRIDGE ST
W 7TH ST
MONTGOMERY ST
RAILROAD AVE
W UNIVERSITY AVE
SCENIC DR
WEST ST
W 8TH ST
W 6TH ST
MARTIN LUTHER KING JR ST
FOREST ST
W 4TH ST
W 3RD ST
W 11TH ST
ROCK ST
TIN BARN ALY
S AUSTIN AVE
S MAIN ST
RIVER OAKS CV
WATERS EDGE CIR

City of Granger Sewer Project


City of Granger
2016 CDBG Project Limits
Lift Station
Legend
Lift Station
Google earth
200 ft
N

City of Liberty Hill Sidewalk Project



PROJECT LOCATION MAP

Proposed CDBG Sidewalk Improvements Project

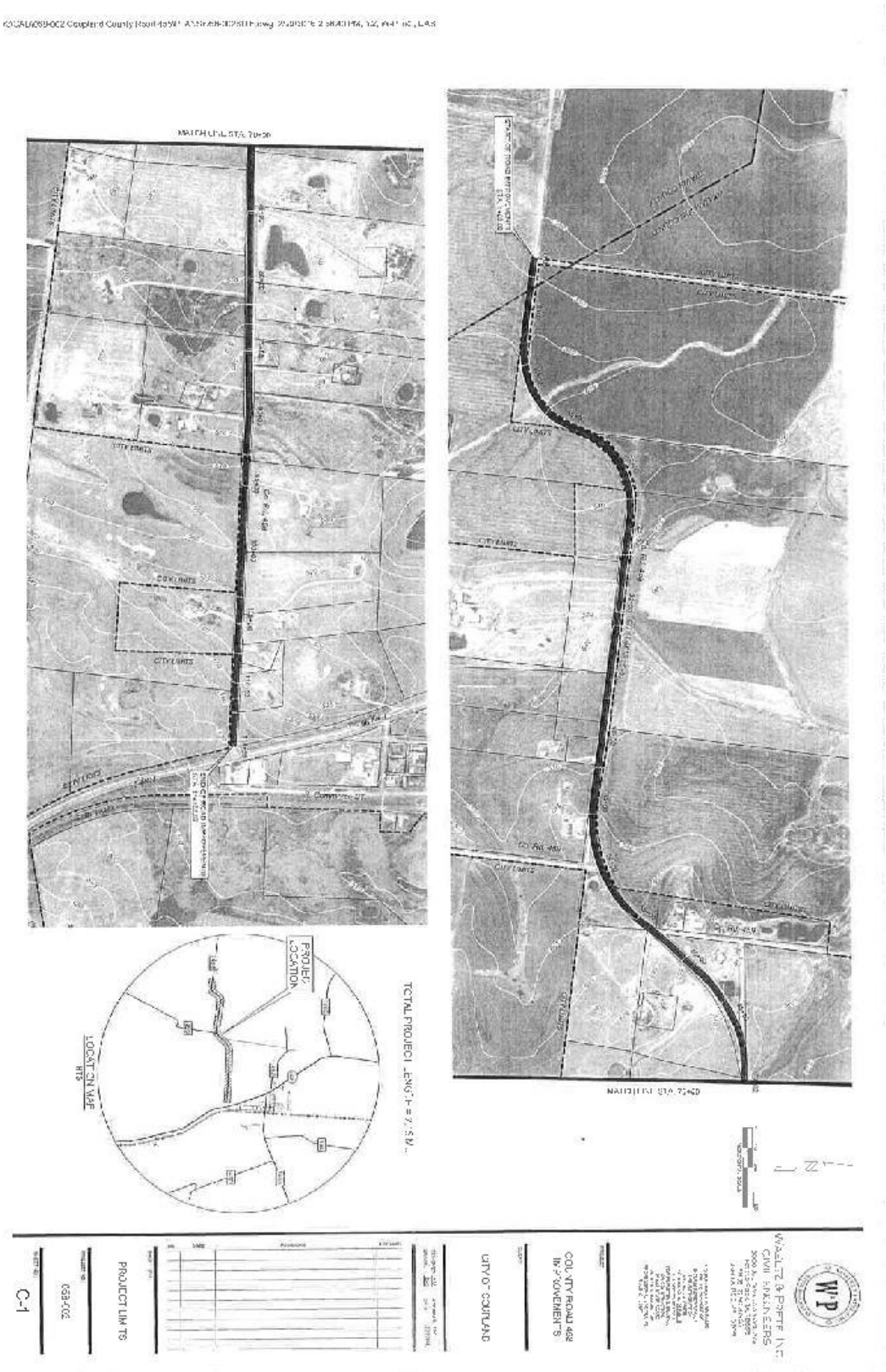
March 14, 2016

City of Liberty Hill, Texas

STEGER BIZZELL

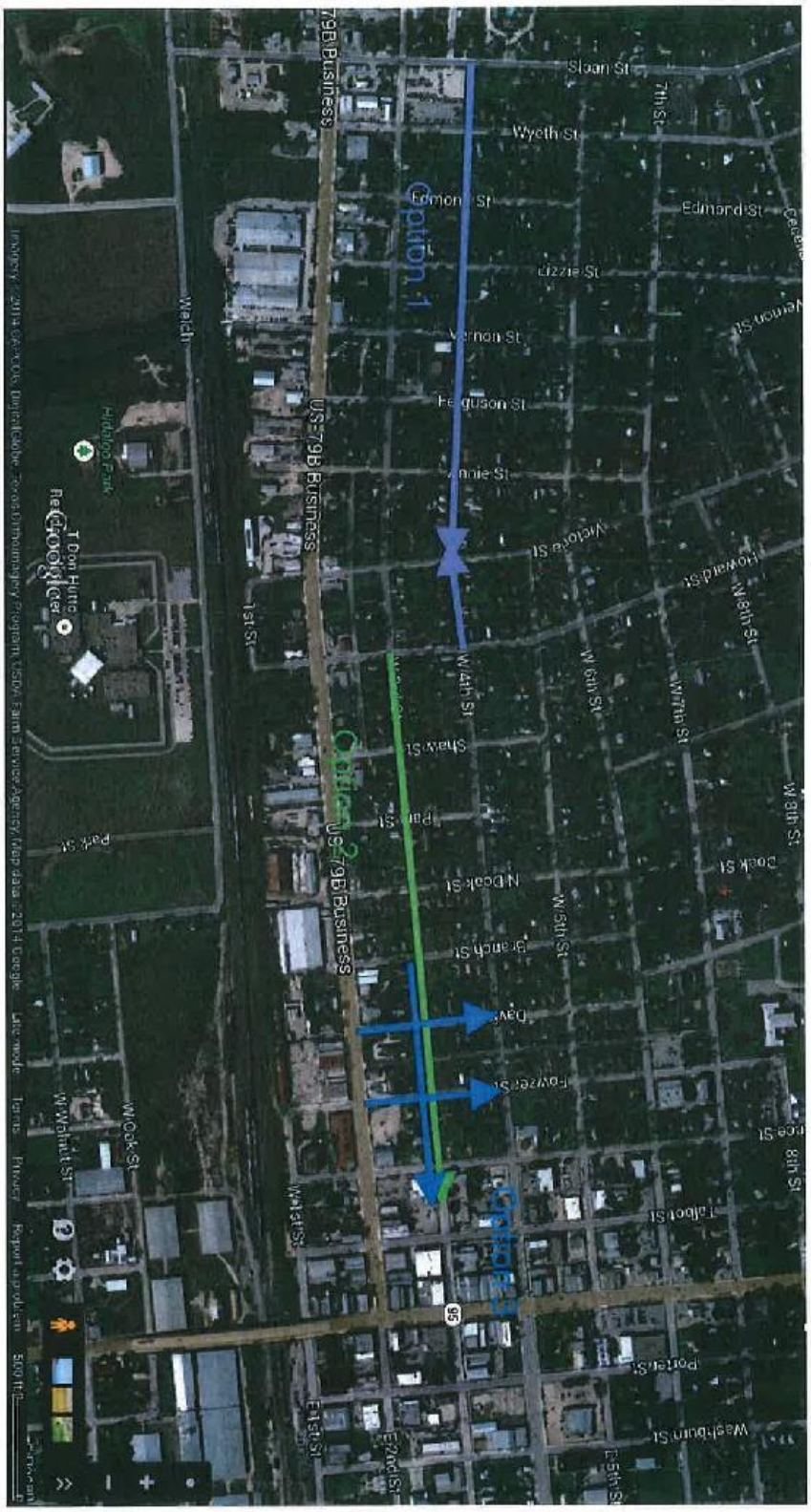
City of Coupland Roadway Renovation Plan

(Alternate Project)


MATCH LINE STA 70+50
MATCH LINE STA 71+60
PROJECT LOCATION
LOCATION MAP
TOTAL PROJECT LENGTH = 2.5 M.
COUNTY ROAD 402
IMPROVEMENTS
CITY OF COPPELL
PROJECT LIMITS
C-1

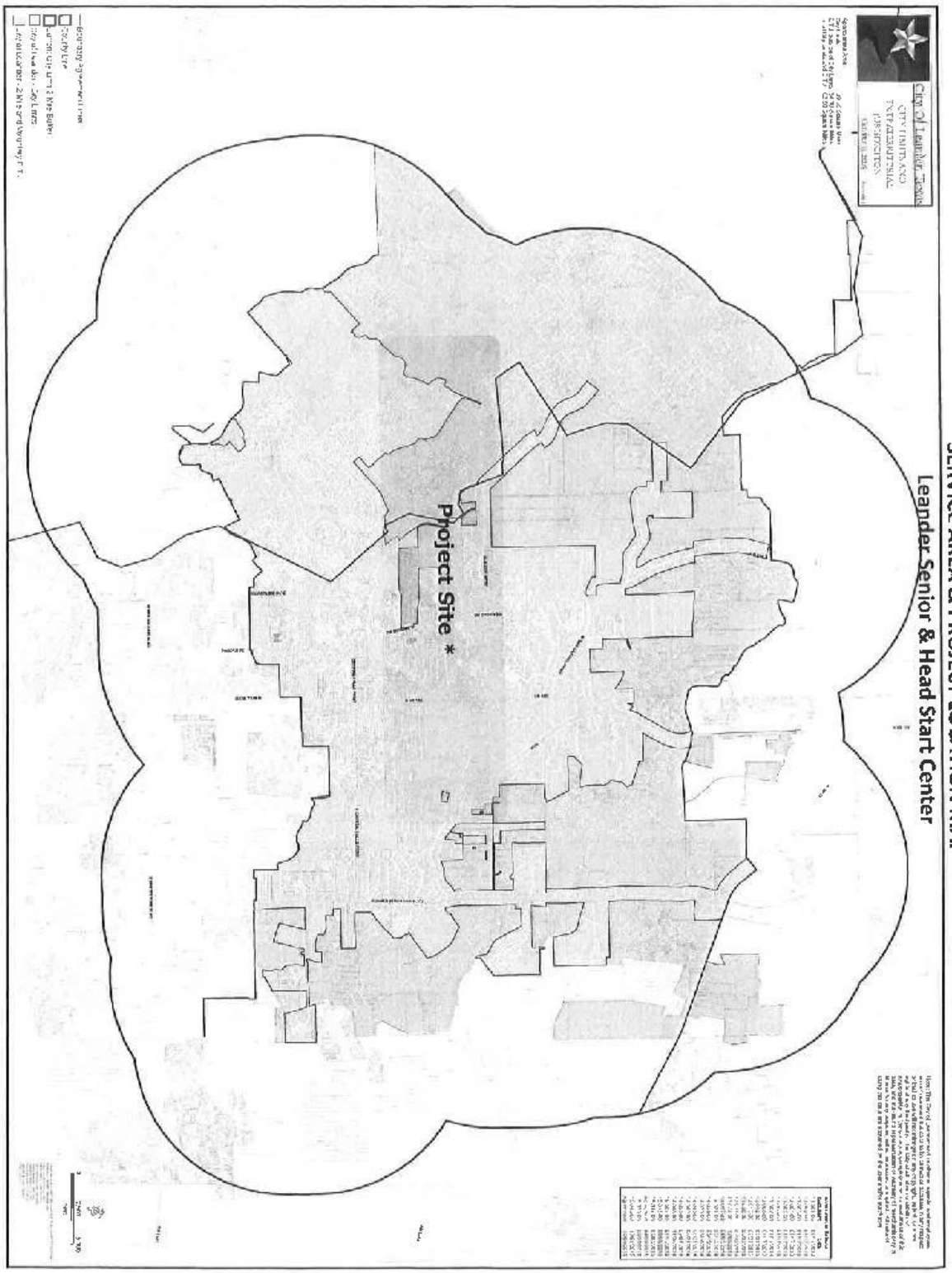
City of Taylor West 3rd Reconstruction and Water/Wastewater Improvements

(Alternate Project)


Option 1
Option 2
Option 3
79B Business
US-79B Business
Sloan St
Wyeth St
Edmond St
Edmond St
Lizzie St
Vernon St
Ferguson St
Annie St
Victoria St
Howard St
W 8th St
W 6th St
W 7th St
W 4th St
Shaw St
Park St
N Cook St
W 5th St
Branch St
Dawson St
Fowzer St
Cook St
W Walnut St
W Cook St
Walnut St
Talbot St
Porter St
Washburn St
E 1st St
E 2nd St
E 3rd St
E 4th St
E 5th St
1st St
Walch
Hidalgo Park
T Don Hutto Recreation Center
55

City of Leander Senior and Head Start Center

(Alternate Project)


SERVICE AREA & PROJECT LOCATION MAP
Leander Senior & Head Start Center
Project Site *

City of Weir Community Center

(Alternate Project)


City of Weir Detailed Map
Community Center Project
Boundaries of the
Country Glen
Manufactured Home
Community including
110 lots with 98%
occupancy
Two acre donated site for the
proposed community center
located at 375 FM 1105
Weir
Google earth

Public Notices

Williamson County [RE]
710 Main Street, Ste 101
Georgetown, TX 78626
512-943-3757

NOTICE OF PUBLIC HEARING
AND CALL FOR PROJECTS FOR
WILLIAMSON COUNTY/HUD CDBG PROGRAM

Williamson County will be awarded a Community Development Block Grant (CDBG) FY16 (October 1, 2016-September 30, 2017) funding allocation to successfully support community development and affordable housing efforts in low and moderate income areas throughout the County. The County is requesting eligible potential projects to submit applications for consideration. Application packets can be obtained at http://www.wilco.org or by calling 512-943-3757. A public hearing will be held by the Williamson County CDBG office on Tuesday, February 2, 2016 at 5:30pm at the Williamson County Courthouse located at 710 Main Street, Georgetown, TX 78626 (Please use 8th Street entrance). The purpose of the hearing is to announce the CDBG award, receive public comments concerning the CDBG program, and to answer any questions regarding the application process. Comments and concerns will be considered in the development of the 2016 CDBG Action Plan which describes how funds will be utilized.

Dan Gattis, County Judge

Condado de Williamson [RE]
710 Main Street, Ste 101
Georgetown, TX 78626
512-943-3757

AVISO DE AUDIENCIA PÚBLICA Y CONVOCATORIA DE PROYECTOS PARA LA PROGRAMA HUD CDBG / DEL CONDADO DE WILLIAMSON

El Condado de Williamson se ha adjudicado una Beca de Bloque del Desarrollo de Comunidad (Community Development Block Grant (CDBG)) FY16 (1 octubre 2016 a 30 septiembre 2017) la asignación de fondos para apoyar con éxito el desarrollo de la comunidad y los esfuerzos de vivienda asequible en áreas de bajos y moderados ingresos en todo el Condado. El Condado está solicitando posibles proyectos elegibles para presentar las solicitudes para su consideración. Los paquetes de solicitud pueden obtenerse en http://www.wilco.org o llamando al 512-943-3757. Una audiencia pública se llevará a cabo por la oficina del Condado de Williamson CDBG el Martes, 2 de febrero 2016 a las 5:30 pm en el Palacio de Justicia del Condado de Williamson ubicado en 710 Main Street, Georgetown, TX 78626 (Utilice la entrada de la calle ocho). El propósito de la audiencia es para anunciar el premio CDBG, recibir comentarios del público sobre el programa CDBG, y para responder a cualquier pregunta relacionada con el proceso de solicitud. Comentarios y preocupaciones serán consideradas en el desarrollo del Plan de Acción CDBG 2016 que describe cómo se utilizarán los fondos.

Dan Gattis, Juez del Condado

NOTICE OF PUBLIC POSTING FOR WILLIAMSON COUNTY/HUD CDBG GRANT
POSTING OF FY2016 ANNUAL ACTION PLAN AND
NOTICE OF PUBLIC HEARING

Williamson County has been awarded a Community Development Block Grant (CDBG) funding allocation of $1,231,067 to successfully support community development and affordable housing efforts for low and moderate-income areas throughout the County. On June 7, 2016 Williamson County Commissioner's Court approved the proposed projects to be included in the 2016 Annual Action Plan. In accordance with HUD regulations, the County encourages public participation to review and comment on the proposed projects. Individual comments and responses will be included in the planning document. Direct written comments by July 18, 2016 to the following address:
Honorable Dan Gattis, County Judge
710 Main Street
Georgetown, TX 78626
The proposed plans are available for review from June 17, 2016-July 18, 2016 at the following locations:
Williamson County Courthouse and Website at www.wilco.org
City Halls of the following:
City of Cedar Park
City of Coupland
City of Georgetown
City of Granger
City of Hutto
City of Jarrell
City of Leander
City of Liberty Hill
City of Taylor
City of Weir

A public hearing will be held by the Williamson County CDBG office on Tuesday, June 28, 2016 at 5:00pm at the Williamson County Courthouse located at 710 Main Street, Georgetown, TX 78626. Please use the 8th Street entrance. The purpose of the hearing is to obtain comments regarding the Annual Action Plan.

Williamson County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-943-3757 (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance.

Dan Gattis, County Judge

AVISO PÚBLICO DE LA FIJACIÓN DE WILLIAMSON COUNTY / HUD CDBG GRANT
2016 PLAN DE ACCIÓN ANUAL Y AVISO DE AUDIENCIA PÚBLICA

El Condado de Williamson se ha adjudicado un Community Development Block Grant ((CDBG) (Beca de Bloque del Desarrollo de las Comunidad) la asignación de fondos de 1,231,067 dólares para apoyar con éxito el desarrollo de la comunidad y los esfuerzos de vivienda asequible para las zonas de bajos y moderados ingresos en todo el Condado. El 7 de junio de 2016 la Corte Williamson del Comisionado del Condado aprobó los proyectos propuestos para ser incluidos en el Plan de Acción Anual 2016. De conformidad con las regulaciones de HUD, el Condado fomenta la participación del público a revisar y comentar sobre los proyectos propuestos. Comentarios y respuestas individuales se incluirán en el documento de planificación. Los comentarios deben ser recibidos antes del 18 de julio de 2016 a la siguiente dirección:

Honorable Dan Gattis, Juez del Condado
710 Main Street, Ste 101
Georgetown, TX 78626

Los planes propuestos están disponibles para revisión desde 17 de junio 2016 hasta 18 de julio 2016 en los siguientes lugares:

Corte del Condado de Williamson y SitioWeb en www.wilco.org
Ayuntamientos de las siguientes:
Ciudad de Cedar Park
Ciudad de Coupland
Ciudad de Georgetown
Ciudad de Granger
Ciudad de Hutto
Ciudad de Jarrell
Ciudad de Leander
Ciudad de Liberty Hill
Ciudad de Taylor
Ciudad de Weir

Una audiencia pública se llevará a cabo por la oficina de CDBG del Condado de Williamson el Martes, 28 de junio 2016 a las 5:00 pm en el Palacio de Justicia del Condado de Williamson ubicado en 710 Main Street, Georgetown, TX 78626 . Por favor, use la entrada de 8th Street(Calle Ocho). El propósito de la audiencia es para obtener comentarios sobre el Plan Consolidado y el Plan de Acción Anual.

El Condado de Williamson se compromete al cumplimiento de la Ley de Americanos con Discapacidades (ADA) y la Sección 504 del Acta de Rehabilitación de 1973, según enmendada. Modificaciones razonables e igual acceso a comunicaciones se puede proporcionar a petición. Por favor llame a 512-943-3757 (voz) o Relay Texas al 1-800-735-2989 (TDD) para obtener ayuda.

Dan Gattis , Juez del Condado

Commissioners Court - Regular Session **30.**

Meeting Date: 08/02/2016

Time Warner ELAN Expo Center Agreement

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an agreement with Time Warner for ELAN service at the Williamson County Expo Center.

Background

This is a budgeted item for network connectivity at the Expo Center.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ELAN Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Form Started By: Richard Semple		Started On: 07/28/2016 08:38 AM
Final Approval Date: 07/28/2016		

TIME WARNER CABLE
Business Class

Account Executive: Paul Gonzales
Phone: (512) 485-6497 Ext:
Cell Phone:
Fax:
Email: paul.gonzales@twcable.com

Business Class Customer Service Order

Order # 7150703

Customer Information: Customer Code		
Business Name	Williamson County *Master* (HQ)	**Customer Type:**
Federal Tax ID	**Tax Exempt Status**	**Tax Exempt Certificate #**
*****6906		
Billing Address		
Attention To:DIR-TEX-AN-NG-CTSA-008		**Account Number**
301 SE Inner Loop, Suite 105 GEORGETOWN TX 78626		
Billing Contact	**Billing Contact Phone**	**Billing Contact Email Address**
Tammy McCulley	(512) 943-1455	tmcculley@wilco.org
Authorized Contact	**Authorized Contact Phone**	**Authorized Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org
Technical Contact	**Technical Contact Phone**	**Technical Contact Email Address**
Richard Semple	(512) 943-1489	rsemple@wilco.org

Internet and Video Order Information For 210 Carlos Parker Blvd Nw Taylor TX 76574
Service Type
Ethernet (Fiber)

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Business Class

New and Revised Services and Monthly Charges At 210 Carlos Parker Blvd Nw , Taylor TX 76574

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
ELAN Intrastate 20 Mbps	1	$700.00	$700.00	36 Months
Ethernet ELAN HUB	1	$0.00	$0.00	36 Months
***Total**			**$700.00**	

*Prices do not include taxes and fees.

One Time fees At 210 Carlos Parker Blvd Nw , Taylor TX 76574

Description	Quantity	Sales Price	Total
Installation	1	$250.00	$250.00
Total			**$250.00**

*Prices do not include taxes and fees.

Special Terms

NON-APPROPRIATION OF FUNDS. Notwithstanding anything to the contrary herein, if the funds Customer requests for a fiscal year are not appropriated (a "Non-Appropriation"), Customer shall have the right to terminate, without penalty, such Services at a Service location listed on a Service Order, provided that Customer shall (a) provide TWC with reasonable written notice prior to the start of such fiscal year setting forth how such Non-Appropriation did not result from the act or failure by Customer; (b) pay TWC all amounts due and owing at the time of such Non-Appropriation for all Services provided by TWC pursuant to the Contract; (c) pay to TWC, upon receipt of invoice, all construction expenses and other non-recurring charges associated with the Services, and any costs and expenses incurred by TWC to deal with the Non-Appropriation, including, without limitation, any applicable third-party termination liability charges; (d) promptly shall cease all use of any software provided by TWC hereunder for such Service, and shall return such software to TWC; and (e) return to TWC or permit TWC to remove, in TWC's sole discretion, the Equipment in the same condition as when received, ordinary wear and tear excepted. Customer shall be responsible for reimbursing TWC for the repair or replacement of any Equipment not returned in accordance with this paragraph.

Electronic Signature Disclosure

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Authorized Signature for Time Warner Cable Enterprises LLC	**Authorized Signature for Customer**
Brian Beresford, Manager GOV/Ed **Printed Name and Title**	**Printed Name and Title**
7.19.16 **Date Signed**	**Date Signed**

Service Agreement

TIME WARNER CABLE
Business Class

This Time Warner Cable Business Class Service Agreement (**"Service Agreement"**) in addition to the Time Warner Cable Business Class Terms and Conditions (**"Terms and Conditions"**) and any Time Warner Cable Business Class Service Orders (each, a **"Service Order"**), constitute the **Master Agreement** by and between customer identified below (**"Customer"**) and Time Warner Cable (**"TWC"** or **"Operator"**) and is effective as of the date last signed below.

Time Warner Cable Information

Time Warner Cable Enterprises LLC

Street: 12012 N MoPac Expwy
City: Austin
State: TX
Zip Code: 78758

Contact: Paul Gonzales
Telephone: (512) 485-6497
Facsimile:

Customer Information

Customer Name (Exact Legal Name): Williamson County *Master* (HQ)			Federal ID No: *****6906	
Billing Address: 301 SE Inner Loop, Suite 105	Suite:	City: GEORGETOWN	State: TX	Zip Code: 78626
Billing Contact Name: Tammy McCulley	Phone: (512) 943-1455		E-mail: tmcculley@wilco.org	
Authorized Contact Name: Richard Semple	Phone: (512) 943-1489		E-mail: rsemple@wilco.org	

Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT WWW.TWCBC.COM/LEGAL), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME W ARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

Electronic Signature Disclosure

Authorized Signature for Time Warner Cable Enterprises LLC	**Authorized Signature for Customer**
By:	By:
Name (printed): Brian Beresford	Name (printed):
Title: Manager, Gov / Ed	Title:
Date: 7.19.16	Date:

Time Warner Cable Business Class

Ethernet Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for Ethernet fiber-based service (the "Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Time Warner Cable Business Class Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). This SLA is a part of, and hereby incorporated by reference into, the Agreement. If any provision of this SLA and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this SLA shall control. This SLA document applies only to services provided over TWC's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or port level, and any applicable credits are issued only for the affected On-Net circuit or port (the "Affected Service").

I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	Metro Market – 10ms WAN - 25ms WAN Exceptions – 45ms National – 125ms	<2ms within Metro Market <4ms within WAN	<0.1%

II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a TWC network hub to transmit and receive network traffic between Customer's A and Z Locations. The Service Disruption period begins when Customer reports a Service Disruption using TWC's trouble ticketing system by contacting Customer Care, TWC acknowledges receipt of such trouble ticket, TWC validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

"Excluded Disruptions" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when TWC is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

TWC will classify Service problems as follows:

Priority	Criteria
Priority 1	a. Service Disruption resulting in a total loss of Service; or b. Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	a. A service problem that does not impact the Service; or b. A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

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IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes TWC to restore an On-Net Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:

$$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each On-Net Service. The roundtrip delay is expressed in milliseconds (ms). TWC measures frame delay using a standard 64 byte ping between the closest TWC network hubs to corresponding Customer A and Z locations in a roundtrip fashion.

Latency / Frame Delay is calculated as follows:

$$\text{Latency / Frame Delay} = \frac{\text{Sum of the roundtrip delay measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

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Latency / Frame Delay Targets for Services in defined Metro Area Markets, WAN, WAN Exceptions and National are as follows:

Metro Area Market – 10ms Latency		**WAN –** 25ms Latency	**WAN Exceptions –** 45ms Latency	**National –** 125ms Latency
Round trip where both sites A and Z are *within* the same Metro Area Market		**Round trip *between* any 2 Metro Area Markets within the same WAN**	**Round trip *between* any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.**	Round trip *between* any two WANs
• Austin, TX • Beaumont, TX • Corpus Christi, TX	• Laredo, TX • San Antonio, TX • Dallas, TX	Texas WAN	• El Paso, TX • Rio Grande Valley, TX • Del Rio, TX • Eagle Pass, TX • Wichita Falls, TX • Kansas City, KS, • Kansas City, MO • Lincoln, NE	
• North Los Angeles, CA • South Los Angeles, CA	• Desert Cities, CA • Palm Springs, CA • Yuma, AZ • San Diego, CA	PacWest WAN	• Coeur d'Alene, ID • Gunnison, CO • Telluride, CO • Pullman, WA • Libby, MT	
• Island of Hawaii • Island of Oahu • Island of Kauai	• Island of Kahului • Island of Molokai	Hawaii WAN	• N/A	
• Columbus, OH • Cincinnati, OH • Dayton, OH • Akron, OH • Cleveland, OH • Lima, OH	• Louisville, KY • Lexington, KY • Green Bay, WI • Appleton, WI • Milwaukee, WI	Mid-West WAN	• Bolivar, TN • Charleston, WV • Clarksburg, WV • Richmond, KY • Terre Haute, IN	
• New York City (including all surrounding boroughs and metro areas in New Jersey and Pennsylvania)	• Albany, NY • Buffalo, NY • Rochester, NY • Syracuse, NY • Hudson Valley, NY	Northeast/ NYC WAN	• Portland, ME	

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Metro Area Market – 10ms Latency		**WAN –** 25ms Latency	**WAN Exceptions –** 45ms Latency	**National –** 125ms Latency
Round trip where both sites A and Z are *within* the same Metro Area Market		Round trip *between* any 2 Metro Area Markets within the same WAN	Round trip *between* any Metro Area Market and WAN Exception within the same WAN, except that where both sites A and Z are within the same WAN Exception, the Latency target is 10ms.	Round trip *between* any two WANs
• Greensboro, NC • Raleigh, NC • Charlotte, NC • Fayetteville, NC • Asheville, NC • Wilmington, SC	• Florence, SC • Columbia, SC • Myrtle Beach, SC • Hilton Head, SC • Charleston, SC • Greenville, SC	Carolinas WAN	• Atlanta, GA • Augusta, GA • Birmingham, AL • Dothan, AL • Huntsville, AL • Chattanooga, TN • Knoxville, TN • Nashville, TN	

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point (TWC network hub to TWC network hub).

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) – Frames Received (%)

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VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point (TWC network hub to TWC network hub). TWC measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an On-Net Service}}{\text{Total \# of measurements for an On-Net Service}}$$

VIII. Network Maintenance

Maintenance Notice:
Customer understands that from time to time, TWC will perform network maintenance for network improvements and preventive maintenance. In some cases, TWC will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. TWC will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:
Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

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IX. Remedies

Service Credits:
If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets, and Customer has complied with the requirements in this SLA, then Customer may request credit(s) equal to the percentage(s) of the monthly Service Charges for only the Affected Service as set forth in the table below. Any credits will be applied as an off-set against any amounts due from Customer to TWC. All credits must be: (i) requested by the Customer within 30 days of a Service Disruption or Service Degradation by calling the Customer Care Center and opening a trouble ticket, and (ii) confirmed by TWCBC engineering support teams as associated with a trouble ticket and as failing to meet the applicable SLA Targets.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and TWC's sole and exclusive liability, with respect to TWC's failure to meet any SLA Targets. All SLA Targets are monthly measurements and Customer may request only one credit per SLA Target per month up to a maximum of 40% of the monthly Service Charges for the Affected Service. Customer shall not be eligible for credits exceeding four (4) months of Customer's applicable monthly Service Charges during any calendar year.

Chronic Priority 1 Outages:
If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to TWC; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to TWC within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid TWC all amounts due at the time of such termination for all Services provided by TWC pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of TWC for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after TWC's receipt of such written notice of termination.

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Commercial Property Ownership Verification Form

To assist in the timely delivery of your contracted services Time Warner Business Class will need to document if you are the owner of the building in which your business resides by completing Section 1 below. If you **do not** own the property we require the Property Owner/Manager contact information to be provided by completing Section 2 below. We would also ask that you notify the Property Owner/Manager that you have signed up for Time Warner Cable services. We will be contacting the Property Owner/Manager to obtain a right of entry agreement to permit us to enter upon the property to install the services.

Section 1 - Please complete this section if **you own** your Commercial Property

_____
Authorized Signature

_____
Printed Name and Title

_____
Date Signed

Section 2 - Please complete this section if **you do not own** your Commercial Property

_____
Property Owner/Manager Name and Title

_____
Property Owner/Manager Phone #

_____
Property Owner/Manager Email Address

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

CONTRACT
STANDARD TERMS & CONDITIONS
FOR HOSTED NETWORK CONNECTIONS
TIME WARNER CABLE
(Services for Williamson County Expo Center)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Time Warner Cable** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal/Order Form, which is marked as Exhibit "A" and incorporated herein as if copied in full.

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

VI.

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

1. **As described in the attached Proposal/Order Form, which is marked as Exhibit "A" and incorporated herein as if copied in full;**

2. **Time Warner (Business Class) Service Agreement, incorporated herein as if copied in full; and**

3. **Time Warner (Business Class) Terms and Conditions, incorporated herein as if copied in full and located at:** http://www.twcbc.com/legal.

Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

VII.

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.

VIII.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

IX.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

X.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XI.

Effective Date and Term: This contract shall be in full force and effect 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 VIII above.

XII.

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.

XIII.

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

XIV.

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

Commissioners Court - Regular Session **31.**

Meeting Date: 08/02/2016

WCEMS donation from anonymous donor

Submitted For: Kenny Schnell **Submitted By:** Kenny Schnell, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding acceptance of table as a donation to support clinical practices of the Williamson County EMS pursuant Tex. Loc. Gov't Code § 81.032.

Background

This is a donation of one table, appraised at $2000, to be used in our Clinical Practices Division for placement in training room to support sign-in for classes. The donor wishes to remain anonymous.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	07/27/2016 11:07 AM
Form Started By: Kenny Schnell		Started On: 07/27/2016 09:28 AM
Final Approval Date: 07/27/2016		

Commissioners Court - Regular Session **32.**

Meeting Date: 08/02/2016

Employee Policy Manual

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the revised Employee Policy Manual.

Background

The Employee Policy Manual has undergone a complete revision and legal review. The revisions include design, formatting and policy changes.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/26/2016 08:23 AM
Form Started By: Tara Raymore		Started On: 07/25/2016 03:35 PM
Final Approval Date: 07/26/2016		

Commissioners Court - Regular Session **33.**

Meeting Date: 08/02/2016

FY 2017 Benefit Plans, Rates and Proposed Changes

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on FY 2017 Benefit Plans, Rates and proposed changes.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Form Started By: Shelley Loughrey		Started On: 07/28/2016 10:53 AM
Final Approval Date: 07/28/2016		

Commissioners Court - Regular Session **34.**

Meeting Date: 08/02/2016

budget order

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the FY16/17 Budget Order.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

budgetorderdraft

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/28/2016 08:52 AM
Form Started By: Rebecca Clemons		Started On: 07/28/2016 08:35 AM
Final Approval Date: 07/28/2016		

STATE OF TEXAS
COUNTY OF WILLIAMSON
AN ORDER ADOPTING THE 2016/2017 COUNTY BUDGET

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from county officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2016/2017;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law; NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Judge and amended by the Commissioners Court be adopted with the following provisions:

POLICIES RELATED TO COMPENSATION AND BENEFITS

I. SALARIES

1. Salaries for County and Precinct Officials are set as follows:

a)	Judge of the County Court	~~115,485.24~~ per year
b)	Judge of the County Court at Law #1	157,000.00 per year
c)	Judge of the County Court at Law #2	157,000.00 per year
d)	Judge of the County Court at Law #3	157,000.00 per year
e)	Judge of the County Court at Law #4	157,000.00 per year
f)	County Attorney	~~153,142.08~~ per year
g)	County Sheriff	~~116,669.28~~ per year
h)	County Clerk	~~95,661.02~~ per year
i)	County Tax Assessor/Collector	~~99,477.30~~ per year
j)	District Clerk	~~95,661.02~~ per year
k)	County Treasurer	~~92,038.96~~ per year
l)	Each County Commissioner	~~94,037.32~~ per year
m)	Each Justice of the Peace	~~83,714.28~~ per year
n)	Each Constable	~~79,187.94~~ per year

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2. The number of employee positions established and authorized for each official and/or department, and the maximum allowable salary for each position is reflected in the annual approved county budget filed with the County Clerk.

II. HOLIDAYS

The established holiday schedule for paid holidays for the 2016/2017 budget year is as follows:

Veterans Day	Friday	November 11, 2016
Thanksgiving Holiday	Thursday	November 24, 2016
	Friday	November 25, 2016
Christmas Holiday	Friday	December 23, 2016
	Monday	December 26, 2016
New Year's Holiday		
	Friday	December 30, 2016
Martin Luther King Day	Monday	January 16, 2017
President's Day	Monday	February 20, 20167
Good Friday	Friday	April 14, 2017
Memorial Day	Monday	May 29, 2017
Independence Holiday	Tuesday	July 4, 2017
Labor Day	Monday	September 4, 2017

See Addendum: The Williamson County Employee Policy Manual (as updated April 21,2015). Contains the policies for employee usage of paid holiday time as well as other policies affecting payroll related matters.

III. SUPPLEMENTAL PAY

1. A maximum of 18 approved positions within the Law Enforcement Bureau of the Williamson County Sheriff's office will be designated as Field Training Officers. To receive Field Training Officer incentive pay, a Deputy must be TCLEOSE certified as a Field Training Officer and be assigned by the Sheriff as one of the approved 18 officers. The Officers also must follow the Field Training Officer's Standard Operating Procedures in place with the Williamson County Sheriff's Office.

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2. A maximum of 12 approved positions within the Corrections Bureau of the Williamson County Sheriff's Office will be designated as Corrections Training Officers. The officers must have appropriate certification and follow established operating procedures.

3. A maximum of 11 approved law enforcement tenure positions within the Williamson County Sheriff's Office are eligible for Crisis Intervention Team Supplemental pay in the amount of $250 per month. In order to receive the CIT supplemental pay a law enforcement tenured deputy must hold the appropriate certifications and follow established policies and procedures.

4. A maximum of 4 positions in Emergency Communications may receive $100.00 per pay period incentive pay as a designated Training Specialist. To receive the Training Specialist pay, the employee, at a minimum, must be trained as a Certified Training Officer by the Association of Public Safety Communications Officials, meet all TCOLE training standards requirements, and be credentialed through the Emergency Communications education process. The Training Specialist may receive incentive for providing training on call taking, law enforcement radio dispatching, or fire/EMS radio dispatching. The Training Specialist, while receiving the incentive pay, will also be responsible for conducting regular continuing education training, new employee academy support, and other education related duties as assigned consistent with the ongoing education of the frontline employees. The Training Specialist will be selected based on the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.

~~A maximum of 8 positions in the 911 Communications division may receive up to $150.00 per month incentive pay as a designated Field Training Officer. This will be paid for a maximum of 8 months. To receive FTO pay the employee must be TCLEOSE certified as a Telecommunications Training Officer or must be certified as a Communications Training Officer by the Association of Public Safety Communications Officials. The FTO may only receive incentive pay when assigned new personnel during a training period. The trainer will be selected based on the position and duties of the newly hired personnel according to the type of training required such as Law Enforcement, Fire, Call Taker and EMS. The selection of the FTO will be on a rotation basis according to the training criteria required.~~

5. A maximum of 20 positions within the Emergency Medical Services Division of may be designated as Field Training Officers. A maximum of $150.00 per month may be paid as FTO incentive pay per employee. The employee must be certified or licensed by the Texas Department of State Health Services as a Paramedic (with no state sanctions or disciplinary restrictions) in order to receive the incentive pay. Also required: a) a completed course of instruction at the Paramedic level (National Registry preferred) b) a Williamson County EMS FTO training course c) valid Texas Driver License d) thorough knowledge of current principles and practices of emergency care at the basic and advanced levels e) responsible for the training and development of new Williamson County Emergency Medical Services personnel, First Responder Advanced Providers, senior paramedic students and instructor duties as assigned at EMS educational shift tracks.

6. A maximum of 4 positions within the MOT may be designated as Field Training Officers during the period of time that the position is participating in training. A maximum of $150.00 per month may be paid as FTO incentive pay per position so long as the $150.00 is continuing to be reimbursed by The Texas A&M University System Health Science Center

on behalf of the College of Medicine in accordance with their agreement with Williamson County.

7. An Assistant District Attorney may receive supplemental pay for on call duties. The duties require the employee to carry a cell phone for a week at a time on a rotating basis. The week runs from Friday at 5:00 PM through the weekend until the following Friday at 5:00 PM. The assigned on call prosecutor will receive calls for charging advice and warrant assistance and may need to contact the assigned judge for review and approval of any warrant. The amount of the supplement will be $200.00 per week per employee. The funding for this supplemental pay will come from the District Attorney's Asset Forfeiture Fund

8. An employee in the Facilities Maintenance department may receive up to $75.00 per week for On Call duty work. The employee must be able to respond to an event within 1 hour of being notified while on call. A total of two employees may be requested to be on call each week. The week for on call duty will be from Wednesday to Wednesday. Only non-exempt staff will be selected for additional on call duty pay on a rotating basis. If the employee does not follow the departmental procedures provided in the Maintenance SOP then the employee will not receive additional pay.

9. "An employee in the Technology Services department may receive a supplement of up to $100 per week for On-Call duty work. The employee must be able to respond to an event within 30 minutes of being notified while on call. The duties require the employee to carry a cell phone while on call. The assigned on-call employee will receive calls from public safety personnel (i.e. Sheriff's Office, 911 Communications, EMS, city police, etc.) when they have critical technology issues that cannot wait until the next business day. The week for on-call duty will be from 5:00 pm Thursday to 5:00 pm Thursday. The on-call employee must follow the departmental procedures for On-Call duty in order to receive the supplemental pay."

Commented [RC1]: IT is requesting an increase to $200, HR is not recommending this increase.

IV. FINANCIAL POLICIES

1. **Fund Balance Policy:** Williamson County recognizes the financial importance of maintaining an appropriate level of Unassigned Fund Balance. A formalized Fund Balance Policy demonstrates to the taxpayer fiscal prudence and the ability to meet its obligations in a timely manner. Independent financial analysts rate the county's financial stability. The county's credit strength and strong management control reported by these analysts is, in part, a result of this Fund Balance Policy.

> Williamson County will maintain reservations of Fund Balance, in accordance with Governmental Accounting and Financial Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions. This Policy shall only apply to the County's governmental funds. Fund Balance shall be composed of non-spendable, restricted, committed, assigned and unassigned amounts.

2. **General Fund:** Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation.

Commissioners Court has assigned $1.6 million dollars of fund balance for the purpose of funding Law Enforcement and Corrections salaries should the amount budgeted not be sufficient to fund the total amount of approved FTE's in these departments. A budget amendment will be placed on the consent agenda during the fiscal year should the departments exceed the budgeted total.

Williamson County will maintain an appropriate level of Unassigned Fund Balance in the General Fund to protect against a reduction of services due to temporary revenue shortfalls or unexpected one-time expenditures. It also helps to ensure stable tax rates. The level of Unassigned Fund Balance for the General Fund shall not be less than 35% of total General Fund budgeted expenditures. The goal of each year's budget process will be to adopt a budget that maintains compliance with the General Fund Unassigned Fund Balance Policy. If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for the following, including but not limited to:

- Tax rate stabilization.
- Only one-time, non-recurring expenditures, such as capital improvement needs.
- Address any shortfall in related funds, i.e. Road and Bridge Fund.
- Reduction of debt; to include capital leases.

If it is determined there is a deficit (an amount below the lower limit), the County must develop a plan to rebuild the Unassigned Fund Balance to 35%.

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement ($2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

Use and Distribution of Specific Special Revenue Funds

4. **Child Safety Fund:** Child Safety fees collected by justice, county and district courts in accordance with the Texas Education Code are accumulated in the Child Safety Fund. These funds are to be distributed to Williamson County school districts based on the number of students who reside in Williamson County for the purposes of providing school crossing guard services. This distribution will occur annually at the close of each fiscal year.

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5. **School Fund:** Williamson County maintains a working interest ownership in two natural gas producing properties located on what was formerly county-owned property. The mineral rights that have been retained are designated to be distributed to school districts within the county based on the number of students who reside in the county. This distribution will occur annually at the close of each fiscal year and will coincide with the distribution of the Child Safety Fund proceeds.

6. **Employee Fund**: The Employee fund is proceeds collected from Williamson County's vending machine contract. Use of these funds must be **pre-approved** by the County Judge.

These funds may be used for the following purposes:

a) To offset the cost of the County Christmas Party
b) Flowers for the death of an employee only
~~c)~~ An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.
~~d)~~c) ~~Employee recognition expenditures as approved by the County Judge.~~
(Purchasing guidelines must be adhered to)
   i. The employee must be vested
   ii. $40.00 allowed for employees with up to 15 years of service
   iii. $80.00 allowed for employees with over 15 years of service
~~e)~~d) Employee of the Year Awards

No reimbursement of sales tax will be allowed.
The amount allowed for use may never exceed the actual balance in the fund.
Purchases from this fund are approved by the County Judge.

7. **Self-Insured Health Plan Fund Policy**: Unassigned Fund Balance represents the difference between assets and liabilities that is available for appropriation. Williamson County will maintain an appropriate level of Unassigned Fund Balance in the Benefits Fund to protect against an inability to pay for claims and administration associated with the self-insured health plan due to temporary revenue shortfalls. It also helps to ensure stable employer and employee contribution rates.

The Self-Funded Health Plan Fund currently has a "goal of reaching and maintaining 25% of projected claims". The goal of each year's budget process will be to endeavor to adopt a budget that maintains compliance with the Benefits Fund Unassigned Fund Balance Policy.

If it is determined there is a surplus (an amount exceeding the target limit), the funds may be designated or appropriated for contribution rate stabilization.

If it is determined there is a deficit (an amount below the lower limit), the County may develop a plan to rebuild the Unassigned Fund Balance to 25% of projected claims.

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8. **WM-City of Hutto and Hutto ISD Fun**d: The WM-City of Hutto and Hutto ISD Fund consists of proceeds paid by Waste Management annually. Per the agreement, these funds represent 2% of the Tip Fee and are to be expended for the benefit of the City of Hutto and Hutto ISD. The expenditures are at the County's sole option. The annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. Each entity is required to request any disbursements from the fund.

9. Williamson County Community Facility Fund: This fund consists of fees collected through the Williamson County Landfill. Community organizations, groups, and individuals may submit a funding request to the Williamson County Commissioners Court for the construction, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

V. PURCHASING – GENERAL PROCEDURES

1. Since the Purchasing function within Williamson County is neither centralized or decentralized, frequent communication and training between individual county departments and the Purchasing Department are both vital and necessary to best facilitate the judicious expenditure of county dollars. As such, employees of Williamson County departments conduct many purchasing functions under the delegated authority of the county's Purchasing Agent. Responsibility for adherence and compliance to all Purchasing Policies and legal requirements rests primarily with the employee, under the supervision of either a Department Head or Elected Official who certifies conformance.

2. Williamson County uses both Purchase Orders and Procurement Cards (P-cards) for general purchases of goods and services. A good understanding and working knowledge of each procurement method is essential before a purchase is requested or conducted by any employee. Each method has its own policies that must be strictly followed.

3. Information for conducting purchases on behalf of Williamson County can be located on the intranet Purchasing Portal located at: *https://wilco365.sharepoint.com/purchasingportal*. This site provides county departments access to:
   a. Policies, Procedures and Manuals
   b. Training Materials
   c. Forms
   d. Guides and other tools to assist in the purchasing process

4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.

Commented [RC2]: Purchasing is proposing including a summary in the general policies area of the budget order with a link to additional information online.

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1. The purpose of this section is to facilitate the judicious expenditure of county dollars. This policy will provide consistent procedures for the acquisition of materials, supplies, and services required by Williamson County. The responsibility to adhere to all Purchasing policies rests with the employee, supervisor or department head who certifies conformance to them. Any questions related to conformance should be directed to the Purchasing Department prior to making a purchase. All P.O.'s must be submitted electronically.

2. Two documents exist in order to assist in the purchasing process within Williamson County.

1. ***How to Do Business with Williamson County*** is a guide for suppliers and the public and is located on the county website: http://www.wilco.org/CountyDepartments/Purchasing

2. The ***Williamson County Purchasing Manual*** is a guide for all Williamson County departments and employees. It is located on the Purchasing page of the internal Wilco 365 SharePoint site.

3. All County purchasing policies must be strictly adhered to for all purchases and can be located in the ***Williamson County Purchasing Manual***, including:
All county Purchase Requisitions and Purchase Orders must be submitted electronically.

- All purchases for materials and supplies require a purchase order, prior to placing the order.
- Requests for a Purchase Order after the order is placed will not be processed.
- Specific guidelines for emergency purchases.
- Any invoices that do not reference a valid Purchase Order must receive a waiver of the requisition requirement from the County Judge before the invoice can be approved and processed. All requests for waiver must be accompanied by a written statement from the Department Head, Appointed Official, or Elected Official describing the reason for the deviation from the policy.
-

4. **PROCUREMENT CARDS (P-cards):** Every procurement card issued is linked under one account by the P-Card vendor. **A delay in getting the proper documentation from one cardholder could result in the suspension of card privileges for the entire County**.

The procurement card monthly Expense Report and all receipts must be submitted to Accounts Payable within 5 days of receipt of statement.

a) All receipts must be detailed to show items purchased.
b) Cardholders are responsible to resolve discrepancies with the P-Card vendor.
c) Cardholder must not allow vendors to charge tax on P-Card transactions. Cardholder may be responsible for reimbursing the County for sales tax charged if tax is not credited back to the card by the next billing cycle.
d) Cardholder is responsible to verify budget funds are available before the purchase is made.
e) Backup documentation is required for travel/training charges. Charges for non-employees are strictly prohibited.

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~~f) If a receipt is lost then a signed affidavit attesting to the items purchased must be received in lieu of the receipt.~~

~~g) Personal charges on the procurement card are strictly prohibited and may result in disciplinary action including suspension of card privileges and/or termination of employment.~~

~~h)~~

~~**Suspension of card privileges may be recommended for any cardholder who repeatedly does not follow proper procedures regarding documentation and timeliness for their P-card purchases.**~~

VI. ACCOUNTS PAYABLE - GENERAL PROCEDURES

1. The following definitions apply to the Accounts Payable section of this order.

   a) Authorized travel -any travel by a county official or employee for the purpose of official county business.
   b) Day travel -travel **outside** the county that does not include an overnight stay.
   c) Overnight travel -travel **outside** the county that **exceeds** a 50-mile radius and does include an overnight stay.
   d) Emergency -the occurrence of an unforeseen circumstance, which may result in harm to the public good.
   e) Official county business -business that relates directly to a person's work function and directly benefits the county.
   f) Training reimbursement -shall include all expenses relating to training including travel to the destination, meals, lodging and training aids. (workshops, seminars, conferences)
   g) Travel reimbursement -shall include all expenses relating to travel including travel to the destination, meals and lodging. (Delivering documents, transporting a prisoner, attending county business meetings.)

2. The purpose of the Accounts Payable procedures is to promote the prudent exercise of judgment when spending county dollars. This policy will provide accountability and consistent Accounts Payable procedures in the issuance of checks for Williamson County obligations. The responsibility to observe these guidelines rests with the employee, supervisor or department head who certifies conformance to these guidelines by approving the expenditure.

   a) Any bill or invoice must be submitted to the County Auditor for payment within fourteen (14) days of receipt by the Department all expense reimbursements must be submitted to the County Auditor for payment within sixty (60) days of the expenditure.
   b) Checks for payment of county obligations will be issued not later than 30 days after the date the invoice is received in the Accounts Payable department, pursuant to Texas Govt. Code Sec. 2251.021.
   c) Checks will be issued every Tuesday. When an issuance date falls on a holiday, checks will be issued on either the first working day before or after the holiday.

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d) The cutoff day for receiving invoices for each check run will be Wednesday. The Accounts Payable department will endeavor to process invoices that are received from Thursday to the following Wednesday approximately 13-20 days after the invoice is received in our department.

e) Any invoice or expense reimbursement requiring additional review or signatures may cause delays in processing.

f) Manual checks will be issued in emergency situations only.

g) Purchase orders are required for ALL purchases of materials and supplies, pursuant with the Texas Local Government Code, Chapter 113, Section 901 and the County Purchasing Manual. The Auditor's office will not process payment for an invoice without the required purchase order. Any expense incurred without the required Purchase Order must be submitted to the County Judge, along with the County Judge Approval Form, for his waiver of the Requisition requirement prior to submitting the expense to Accounts Payable for payment.

h) Discrepancies between invoices & purchase orders should be brought to the attention of the Purchasing department before submitting to Accounts Payable.

i) ~~A copy of the PO should be submitted with the invoice to properly release encumbered funds.~~ PO numbers should be included on the invoice from the vendor. If the PO number is indicated, the department should include the PO on the invoice when submitting it to the Accounts Payable Department.

j) Invoices shall be submitted as a signed original or electronically. Do not submit both ways to avoid duplication of payment. Please include all relevant back up documents and signatures with the electronic copy.

k) All authorizations and account coding should be made on the invoice.

l) Approval signatures and account coding should not be made on the remittance portion of the invoice. If necessary, attach an additional sheet with approval authorization.

~~m) Some suppliers require payment at the time an order is placed. Please complete a purchase requisition and send the relevant backup documentation to the Purchasing department, who will then forward the request to Accounts Payable.~~

m~~n~~) If a PO is not required, (Consult Purchasing Guide) please submit a check requisition request with appropriate documentation directly to Accounts Payable. Please note, in either circumstance there is a 13-20 day processing time from the date Accounts Payable receives the request.

n~~o~~) Any questions or extenuating circumstances should be directed to the Accounts Payable department.

o~~p~~) A request for reimbursement for an on-line expense (e.g., e-tickets or hotel deposit) a printout of the on-line/e-mail receipt should be attached to your expense report.

p~~q~~) Cell phone use will be reimbursed/paid according to the county cell phone policy ~~attached hereto as Addendum A.~~

q~~r~~) Any mailings sent by a county department or official using county funds must be in furtherance of legitimate county business and must comply with all state ethics rules and other laws and regulations. ~~).) All county meetings should be held in county facilities whenever feasible and such~~

~~facilities are available. If county meeting space is not available, other publicly owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.~~

r) All county meetings should be held in county facilities whenever feasible and such facilities are available. If the county meeting space is not available, other publically owned facilities, such as those owned by cities and school districts, should be utilized as the rental of these facilities is often at little or no cost.

s~~t~~) Transfer of funds out of the following line items will not be allowed:

i) Training
ii) Gasoline
iii) Cell Phones

t~~u~~) Transfer of funds into any of the above line items may be allowed.

u~~v~~) Transfer of funds out of, within, or to the following line items will not be allowed, with the exception of line item 1107/Temp-Seasonal:

i. Salaries- This pertains to salary line items that are budgeted based on position control. This includes object codes 1100, 1101, 1102, and 1105. Line item transfers between 8000 accounts and salary lines for the purpose of merit money allocation/ re-allocation are permissible and will be placed on the agenda quarterly for Commissioners Court approval/review.
ii. Fringe Benefits

v~~w~~) The County Budget Officer has the authority to approve a Line Item Transfer from Merit Pay to Salaries in compliance with the Compensation Policy.

VII. COUNTY VEHICLES

1. The use of county equipment or vehicles for personal use is prohibited by law, but because of the need for specific officials and specific employees to respond to emergencies at night or on weekends, the following officials and employees (with the concurrence of their department head) are required to take a county vehicle to their home at night within Williamson County, even though this involves the use of a county vehicle for travel to and from their residence each day:

a) The Sheriff and paid law enforcement as follows: Sheriff's Patrol Deputies, Sheriff's Detectives, on call Crime Scene Technician, on call Animal Control Officers, Sergeants, Lieutenants, Captains and Chiefs
b) One Chief and three Captains in the Corrections Division of the Sheriff's Office
c) Each Constable and Deputy Constables
d) Investigators in the District Attorney and County Attorneys offices

DRAFT

e) Two on call maintenance employees designated by the Maintenance Director and approved by the Commissioners Court
f) The EMS Director, EMS Deputy Director, Division Commanders, and Operation Commander(s) approved by EMS Director
g) The Hazardous Materials Chief and Assistant Haz-Mat Chief
h) The Director of Road and Bridge, (7) Unified Road Foremen, Unified Road East & West Side Supervisor(s), (4) Unified Road County Inspectors
i) The Director of 911 Communications and Deputy Director who may take home the vehicle when on duty in absence of the Director of 911 Communications
j) The MOT Director and all on call MOT counselors
k) The Manager of Emergency Management and the Assistant Manager of Emergency Management

The following list has been grandfathered in by the previous court, will not be expanded and shall show significant decreases in each budget year until phased out.

Sheriff's Office
S. Zion
S. Shanks
D. Garrett
J. Hicks

Constable Office Pct. 2
S. Holt

County vehicles assigned to departments or individuals that are not take home vehicles, shall be returned and parked at the end of each work day at the facility where the primary office is located.
It is expressly forbidden under this order for any county vehicle to be used for personal use at any time.

2. A County Fleet Committee will review fleet policies and purchases and make recommendations for budgeting purposes. This committee will consist of one Commissioner's Court member, the Fleet Director, Sr. Director of Human Resources, Sr. Director of Infrastructure, Purchasing Agent, and the Budget Officer.

3. All accidents involving County vehicles and equipment will be reported to the Director of Analytics and Administration in the Human Resources Department on a timely basis, but never more than three days after an accident. The Director of Analytics and Administration will provide a report to Commissioner's Court on a quarterly basis of the status of the entire county fleet. This report will consist of, but not be limited to, a listing of vehicles involved in accidents and vehicles that need to be taken out of service for any reason. It will include information in regards to the disposal of any county vehicles.

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VIII. COMMISSIONER'S COURT

This order designates the Commissioner's Court will meet on Tuesdays each month.

WHEREUPON MOTION MADE AND SECONDED, the ORDER ADOPTING THE 2016/2017 WILLIAMSON COUNTY BUDGET ORDER was passed on a vote of 5 for, and 0 against on the day of September, 2016.

This ORDER being adopted, the County Judge is authorized to sign the ORDER and the County Clerk is instructed to record the ORDER and the Budget in the official minutes of the Commissioner's Court.

Attest:

_____ _____

Dan A. Gattis, County Judge Nancy E. Rister, County Clerk

DRAFT

The Following Addendums are included fully in the Budget Order as approved by the court:

Cell Phone Policy

Williamson County Cell Phone Policy

Policy
Williamson County will no longer purchase cell phones or provide cell phone service for individual use except for those required for security reasons. For the majority of County employees, a stipend policy has been implemented and is laid out below.

Procedures for the Stipend Policy

I. Each department head or elected official will identify who they require to maintain a cell phone account in order to conduct official county business. Only regular full time employees and department heads will be allowed a stipend. The funds for cell phone stipends must be submitted and approved as part of each department's annual budget process.

II. Seven levels of cell phone stipends will be established:
- $20.00 Per Month – ($10.00 per pmt)
- $30.00 Per Month - ($15.00 per pmt)
- $40.00 Per Month – ($20.00 per pmt)
- $50.00 Per Month – ($25.00 per pmt)
- $60.00 Per Month – ($30.00 per pmt)
- $70.00 Per Month – ($35.00 per pmt)
- $80.00 Per Month – ($40.00 per pmt)

III. Stipends will be paid semi-monthly for each approved employee or department head (will not be included on the third paycheck that is received twice each year) The cell phone stipend shall be removed by the department whenever an employee is on Administrative Leave with pay.

IV. Employees who are currently assigned a County owned cell phone will be allowed to keep the phone if approved for a stipend and may use the phone to obtain individual phone service. Any current county owned cell phone must be returned to the Auditor's Office if the employee terminates, changes positions, elects to obtain a different phone or is denied a County stipend. Any employee allowed to keep a currently issued County owned cell phone will keep the phone in good working condition. Replacement cost and/or maintenance will be the employee's responsibility.

V. All current County maintained cell phone accounts will be terminated as soon as possible when the current contract ends. No additional termination fees will be approved for payment unless approved by the County Judge.

VI. The cell phone stipend is considered supplemental income subject to IRS taxes and reporting requirements and will be processed through Payroll and will be included in the

employee's gross income. Retirement contributions will also be deducted and matched in accordance with TCDRS.

VII. Expenditures over the allowed stipend will not be reimbursed.

VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

IX. Each department head or elected official is responsible for verifying and monitoring their employees receiving a cell phone stipend has obtained the required service. Disciplinary action up to and including termination may result in an employee who receives a stipend and does not provide their department head or elected official with the proper documentation of cell phone service. Each department will maintain a list of cell phone numbers for those individuals with stipends for audit purposes.

X. To minimize the risk of incurring unpaid time worked, Offices and Departments should carefully monitor phone and e-mail access outside of scheduled time worked for non-exempt employees. Failure to comply with this policy may result in termination.

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Commissioners Court - Regular Session **35.**

Meeting Date: 08/02/2016

FY 17 Budget Discussion

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss 2016-2017 Budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/15/2016 08:38 AM
Form Started By: Ashlie Koenig		Started On: 07/14/2016 04:18 PM
Final Approval Date: 07/15/2016		

Commissioners Court - Regular Session **36.**

Meeting Date: 08/02/2016

Budget Adoption Hearing

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting a date for the public hearing on the 2017 County Budget for August 30th, 2016 at 10:00 am.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/15/2016 08:38 AM
Form Started By: Ashlie Koenig		Started On: 07/14/2016 04:35 PM
Final Approval Date: 07/15/2016		

Commissioners Court - Regular Session **37.**

Meeting Date: 08/02/2016

Approve Contract for Janitorial Service for Williamson County per Buyboard 472 14

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 contract for Janitorial Services between Eagle Maintenance Company Inc dba ServiceMaster Clean and Williamson County per Buyboard Contract 472-14.

Background

The Janitorial Services committee considered the option of utilizing a buyboard contract for the County's Janitorial Services for the upcoming FY. After in depth analysis of Eagle Maintenance Co Inc.dba ServiceMaster Clean's proposal, it was determined that the company was qualified with their all-inclusive contract including specialized crews, training, no subcontracting, higher level of cleanliness and quality assurance protocols, and that pricing was competitive. Therefore it is the recommendation to execute a contract agreement with Eagle Maintenance Co Inc.dba ServiceMaster Clean for Janitorial services for FY2016-2017.

The contract amount is $541,397.37 and will be covered by the amount requested for janitorial services in the Facilities Department budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Discussion Background Information

Meeting Summary- Eagle Maintenance/ServiceMaster Clean

Recommendation Letter- Facilities

Janitorial Exhibit A

Janitorial Exhibit B

Janitorial Exhibit C

Service Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/22/2016 08:10 AM
Form Started By: Jewel Walker		Started On: 07/07/2016 11:45 AM
Final Approval Date: 07/22/2016		

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

Meeting / Discussion held 7/28/16 with Eagle Maintenance Co. Inc. / DBA Service Master Clean

Background

In late May / June 2016 an Evaluation Committee was formed to prepare a Request for Proposal (RFP) for the county's Janitorial Service needs. In the process of preparing the RFP, concerns were raised of unsatisfactory results from past proposals. Research was conducted across all approved Wilco Co-Op contracts that revealed four vendors for consideration that already have current Co-Op contracts with either BuyBoard or U.S. Communities, allowing a legal purchase of services. In addition, it was determined these suppliers had already been vetted by the cooperative vendor performance rating systems, possibly providing a more favorable level of service for the county.

Three of the companies could not meet the needs of the county, when compared to the needs identified in preparation of the RFP. The BuyBoard contract showed one vendor capable of meeting the needs of the county. A quote was requested from the vendor and determined to be within the proposed Facilities budget. The quote and list of capabilities was sent to the Evaluation Committee for review and comment, even though county Purchasing Policy does not require this step in selecting or recommending a Co-Op contracted vendor.

After review, members of the Evaluation Committee recommended to invite Eagle Maintenance Co. Inc. / DBA Service Master Clean for a meeting / discussion to better clarify the vendor's capabilities. Eagle Maintenance Co. Inc./ DBA Service Master Clean is a current Co-Op vendor who was awarded contract # 472-14 for Custodial Services through BuyBoard. The contract is currently valid thru 11/30/2017.

On 7/28/16 a meeting / discussion was held with 2 representatives from Eagle Maintenance Co. Inc./ DBA Service Master.

Williamson County attendees included:

- Gary Wilson, Director of Facilities
- Christi Stromberg, Evaluation Committee Chairperson, Facilities Landscape Specialist, Facilities Dept.
- Larry Gaddes, Evaluation Committee Member, Chief Deputy--Tax Assessor/Collector's Office
- Scott Matthew, Evaluation Committee Member, Executive Director—Juvenile Services
- Michelle Broddrick, Evaluation Committee Member, Finance & Human Res. Director, Health District
- Jewel Walker, Purchasing Specialist III, Purchasing Dept.
- Max Bricka, Purchasing Director, Purchasing Dept.

WILLIAMSON COUNTY
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purchase@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

‘

Items discussed included:

- Recruiting
- Consistency of staffing
- Training of employees
- Language barriers
- Equipment and supplies
- Spot cleaning vs. through full cleaning
- Quality assurance / use of software
- Proper cleaning of rest rooms
- Zoning of county buildings
- How a transition to a new vendor would be handled / timeline
- Pricing and what is included
- Extra required services

Conclusions

- Eagle Maintenance Co. Inc. / DBA Service Master Clean is qualified to do the scope of work needed.
- Pricing includes paper products, trash can liners and chemicals that the county currently purchases.
- Quote already includes 2 additional buildings for FY ‘16/17 (Jail Parking Garage and Taylor Expo).
- Extra services not included in the current contract are included at no extra cost (exterior window cleaning, floor care, etc.).
- The company provides a higher level of cleanliness, based on APPA Cleanliness levels, than what the county has received in the past.
- Specialized floor cleaning crews trained and used for stripping, waxing and buffing.
- All personnel are trained by the company and are full-time employees with benefits.
- The company does not subcontract any work.
- Quality assurance software is used on electronic tablets to record daily inspections.
- Inspections are conducted at a variety of management levels including: Custodian, Supervisor, Manager, Unannounced 3rd Party, Monthly District Inspection, and Quarterly Corporate Inspection
- Building representatives at each county building have the ability to sign off on satisfactory work completed or inform of additional cleaning needed or requested.
- Contract modifications to add additional building as needed would be allowed using the cooperative contract at any time during the year.
- Currently planned new county buildings are expected to raise the total square footage needed to be cleaned by 31% in future fiscal years. Co-Op pricing has already been quoted and could be added to the contract scope without the need for new or additional proposals.
- **Committee recommended proceeding with executing a contract with Eagle Maintenance Co. Inc. / DBA Service Master Clean to start October 1, 2016.**

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- Extra services not included in the current contract are included at no extra cost (exterior window cleaning, floor care, etc.).
- The company provides a higher level of cleanliness, based on APPA Cleanliness levels, than what the county has received in the past.
- Specialized floor cleaning crews trained and used for stripping, waxing and buffing.
- All personnel are trained by the company and are full-time employees with benefits.
- The company does not subcontract any work.
- Quality assurance software is used on electronic tablets to record daily inspections.
- Inspections are conducted at a variety of management levels including: Custodian, Supervisor, Manager, Unannounced 3rd Party, Monthly District Inspection, and Quarterly Corporate Inspection
- Building representatives at each county building have the ability to sign off on satisfactory work completed or inform of additional cleaning needed or requested.
- Contract modifications to add additional building as needed would be allowed using the cooperative contract at any time during the year.
- Currently planned new county buildings are expected to raise the total square footage needed to be cleaned by 31% in future fiscal years. Co-Op pricing has already been quoted and could be added to the contract scope without the need for new or additional proposals.
- **Committee recommended proceeding with executing a contract with Eagle Maintenance Co. Inc. / DBA Service Master Clean to start October 1, 2016.**

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Williamson County Facilities
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Georgetown, Texas 78626
512-943-1599
512-930-3313 Fax
facilities@wilco.org

Commissioner's Court
Williamson County
710 S Main St
Georgetown, Texas 78626

RE: Recommendation for Janitorial Services

Dear Court Members:

The Janitorial Services Evaluation Committee recommends executing a contract agreement with Service Master Clean (Eagle Management) for janitorial services for the FY2016-2017.

The committee developed specifications for an RFP and discussed prior outcomes to the RFP process and dissatisfaction of results. The committee decided to look at which companies would fit our criteria of those that were available and vetted on the cooperatives. Out of four vendors, one vendor was capable of meeting our needs; a proposal was submitted to the committee and the company was interviewed by the committee.

During the interview it was determined that the company was qualified with their all-inclusive contract including specialized crews, training, no subcontracting, higher level of cleanliness and Quality Assurance protocols.

The committee requests that the contract be approved now with a start date of 10/1/2016, in order to allow Service Master 60 days to hire and train crews and allow for our required background CJIS clearance for the October 1st start date.

The contract amount is $541,397.37 and will be covered by the amount requested for janitorial services in the Facilities Department budget.

Thank you for your consideration.

Sincerely,

Christi Stromberg
Chairperson, Janitorial Services Evaluation Committee

BuyBoard®
Cooperative Purchasing

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 5, 2014

Sent Via E-mail: j.cortez1@verizon.net

Jesus Cortez
ServiceMaster Clean by Eagle Maintenance Co. Inc.
1501 Summit Ave Suite #1
Plano, TX 75074

Proposal Name & Number: Custodial and Lawn Care Services # 472-14

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective December 1, 2014. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #472-14 on the following web-site: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet
Electronic Catalog Format Instructions
Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,

Melonie Perry

Melonie Perry
Bid Administrator

15083

BuyBoard® Cooperative Purchasing

12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: **Custodial and Lawn Care Services**

Proposal Opening Date and Time:
August 13, 2014 at 2:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 472-14

Contract Time Period: December 1, 2014 through November 30, 2015 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
November 2014

ServiceMaster Clean By Eagle Maintenance Co. Inc.
Name of Proposing Company

August 8, 2014
Date

1501 Summit Ave Suite #1
Street Address

Signature of Authorized Company Official

Plano, TX, 75074
City, State, Zip

Jesus Israel Cortez Sr.
Printed Name of Authorized Company Official

972-672-32964
Telephone Number of Authorized Company Official

President, CEO
Position or Title of Authorized Company Official

972-422-1014
Fax Number of Authorized Company Official

75-2816263
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

[redacted]

Hey N-N

Questionnaire

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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
   a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
   b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
   c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
   d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: ServiceMaster Clean By Eagle Maintenance Co. Inc. General Contact Name: Jesus I. Cortez

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: **Internet.** Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: **Fax.** Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: svmasterclean@verizon.net

Internet Contact: Jesus I. Cortez Sr. Phone: 972-672-3294

Alternate E-mail Address: j.cortez1@verizon.net

Alternate Internet Contact: Jesus I. Cortez Jr. Phone: 972-672-9592

☐ I will receive purchase orders via **FAX.**

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: svmasterclean@verizon.net

Alternate E-mail Address: j.cortez1@verizon.net

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1501 Summit Ave Suite#1 **Department:** Finance Department

City: Plano **State:** Texas **Zip Code:** 75074

Contact Name: Gisela Hernandez **Phone:** 972-422-2300

Fax: 972-422-1014 **E-mail Address:** svmasterclean@verizon.net

Alternative E-mail Address: j.cortez1@verizon.net

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

_____ Jesus I. Cortez Sr.
Signature of Authorized Company Official — Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

_____ Jesus I. Cortez Sr.
Signature of Authorized Company Official — Printed Name

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (√) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

N/A
Company Name

Address

City

State

Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No **N/A**

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (√) one of the following.

☐ Yes ☐ No **N/A**

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

N/A
Company Name

Signature of Authorized Company Official

Printed Name

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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply

☒ I certify that my company has been certified as a HUB in the following categories:

☒ **Minority Owned Business**

☐ **Women Owned Business**

☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

1752816263300

Name of Certifying Agency:

The Texas Comptroller of Public Accounts (CPA) State of Texas HUB

☐ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

ServiceMaster Clean By Eagle Maintenance Co. Inc.
Company Name

Signature of Authorized Company Official

Jesus I. Cortez Sr.
Printed Name

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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

Signature of Authorized Company Official

Jesus I. Cortez Sr.
Printed Name

08/08/2014
Date

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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.[i] Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?
BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

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- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.[II] This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.

- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.

- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.[III]

  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding $100,000 or an alteration or addition to an existing building having construction costs exceeding $50,000 must have architectural plans and specifications prepared by an architect.[IV] (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)

  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.[V] The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost $8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost $20,000 or less.[VI]

  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.

  - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds $50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.[VII]

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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed $25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds $100,000, to protect the local government if a contractor fails to complete the project. [viii] Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

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i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
iii. Tex. Gov't Code §2254.004 and §791.011(h)
iv. Tex. Occ. Code §1051.703
v. Tex. Occ. Code §1001.0031(c)
vi. Tex. Occ. Code §1001.053
vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014

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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

N/A

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: N/A ARO

4. Vendor Reference/Quote Number: N/A

5. State your return policy:

N/A

6. Are electronic payments acceptable? ☒Yes ☐ No

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

Signature of Authorized Company Official

Jesus I. Cortez Sr.
Printed Name

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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

2525 Robinhood Street, suite #1100
Address

Houston | Texas | 77005
City | State | Zip

972-422-2300 | 972-422-1014
Phone Number | Fax Number

Wayne Knotts
Contact Person

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

13359 N Hwy 183, suite B406
Address

Austin | Texas | 78750
City | State | Zip

972-422-2300 | 972-422-1014
Phone Number | Fax Number

Wayne Knotts
Contact Person

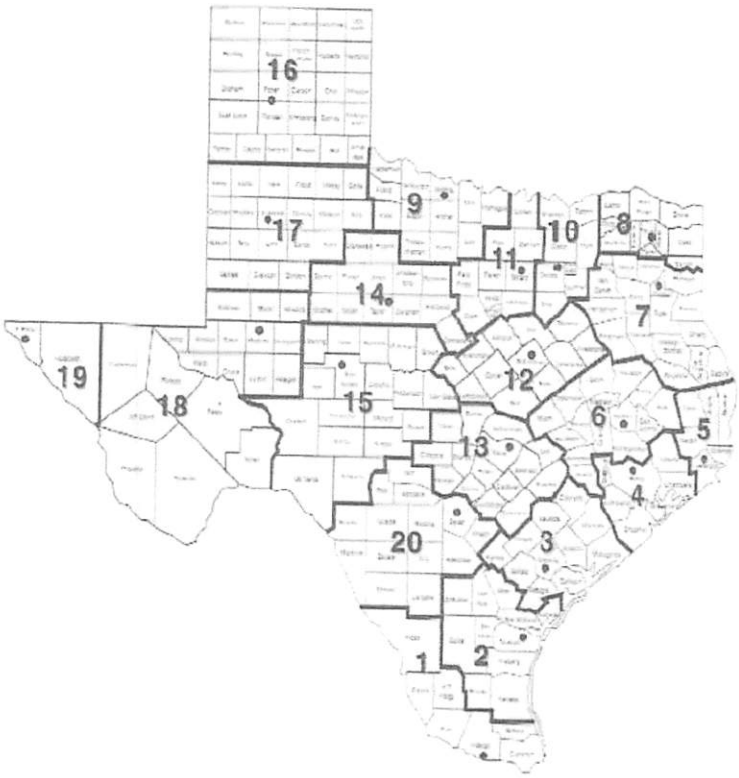
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative *(referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation)* offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members *(i.e., if you will service only states other than Texas)*, you must so indicate on this form.

Regional Education Service Centers



☑ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

Signature of Authorized Company Official

Jesus I. Cortez Sr.
Printed Name

☐ I will not service members of the Texas Cooperative.

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)*

☐ I will service all states in the United States.

☒ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☒ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

ServiceMaster Clean By Eagle Maintenance Co. Inc.
Company Name

Signature of Authorized Company Official

Jesus I. Cortez Sr.
Printed Name

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

ServiceMaster Clean By Eagle Maintenance Co. Inc
Name of Vendor

472-12-Custodial Services
Proposal Invitation Number

Signature of Authorized Company Official

Jesus I Cortez Sr.
Printed Name of Authorized Company Official

August 8th 2014
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $_____0_____.00___(The period of the 12 month period is __JAN____/__DEC_____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

   YES☐ NO☐ **N/A**

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): N/A **Proposed Discount (%):** N/A

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

Signature of Authorized Company Official

Jesus I.Cortez Sr.
Printed Name

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FORM L

COMM.V.5.23.14

REFERENCES AND PRICE/DISCOUNT INFORMATION

PART I: For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. SpringCreek Collin College,	Kenny Lanius,	972-881-5691,	N/A	N/A	Net 30
2. Preston Ridge Collin College,	Kenny Neal,	972-377-1691,	N/A	N/A	Net 30
3. Higher Education Collin College,	David Campbell,	972-599-3155,	N/A	N/A	Net 30
4. North Central Texas College,	Roy Culberson,	940-498-6220 Ext 6236,	N/A	N/A	Net 30
5. Court Yard Collin College,	Thomas Moses,	972-345-4866,	N/A	N/A	Net 30

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain: _____

PART II: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)* Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

ServiceMaster Clean By Eagle Maintenance Co. Inc
Company Name

Signature of Authorized Company Official

Jesus I. Cortez Sr.
Printed Name

FORM M

COMM.V.5.23.14



ServiceMaster Clean By Eagle Maintenanace Co, Inc. Marketing Plan Overview

1) If awarded, we would implement information in our marketing material and website that ServiceMaster is a Buyboard vender
2) Monthly news letters
3) Hoovers
4) Constant Contact
5) Attend Trade Shows
6) Targeted internet marketing
    - Natural Listing Ads
    - Top Placement Ads
    - Retargeting Ads
    - Social Targeting Ads
    - Local Listing Ads
7) Send Introductory letter to all BuyBoard Members in the State of Texas



Tab 7

Certifications

- HUB Certification
- GS-42 Certification

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State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

EAGLE MAINTENANCE CO, INC DBA SMC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 11-MAR-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Certificate/VID Number:	1752816263300
File/Vendor Number:	83201
Approval Date:	09-MAR-2011
Expiration Date:	09-MAR-2015

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

April 25, 2011

Israel Cortez
ServiceMaster by Eagle Maintenance
800 Fulgham Road, Suite 16
Plano, TX 75093

Dear Israel:

I am pleased to inform you that Green Seal has evaluated ServiceMaster by Eagle Maintenance's implementation of the ServiceMaster Green Cleaning System and determined that this program complies with the requirements of the Green Seal Standard for Commercial and Institutional Cleaning Services (GS-42, 2006).

Accordingly, ServiceMaster by Eagle Maintenance is authorized to use the Green Seal Mark in association with the ServiceMaster Green Cleaning System, provided that no changes are made in the way the program is provided or represented.

This certification remains valid until ServiceMaster by Eagle Maintenance is no longer subject to a valid certification agreement, or Green Seal has reason to believe, based on the results of our ongoing monitoring program or otherwise, that your implementation of the ServiceMaster Green Cleaning System no longer complies with GS-42 (2006).

As a reminder, any use of the Green Seal Mark or reference to Green Seal needs to be approved by Green Seal and conform to the Rules Governing the Use of the Green Seal Certification Mark. To get the most benefit from your Green Seal certification, we encourage you to contact a member of our Marketing & Outreach department at marketing@greenseal.org. They can help support you in promoting and effectively communicating your certification with a range of graphics and tools.

Congratulations on this achievement! We look forward to continuing this relationship.

Sincerely,

Mark T. Petruzzi
Vice President of Certification

HEADQUARTERS
1001 Connecticut Ave NW, Ste 827
Washington, DC 20036-5525

NORTHEAST OFFICE
200 West 57th St, Ste 801
New York, NY 10019-3211

SOUTHEAST OFFICE
374 Siouan Drive
Lexington, NC 27295-8571

MIDWEST OFFICE
306 East Wilson St, Ste 2E
Madison, WI 53703-3990

phone: 202.872.6400 fax: 202.872.4324 www.greenseal.org



Green Seal,™ Inc. Proudly Presents Certification to

ServiceMaster by Eagle Maintenance

Green Seal™, Inc. certifies that the following program complies with the Green Seal Standard for Commercial and Institutional Cleaning Services (GS-42, 2006), and is licensed to use the Green Seal Certification Mark:

ServiceMaster Green Cleaning System

Certified this 25th day of April 2011.

Mark T. Petruzzi, Vice President of Certification

Tab 9

Proposal Invitation Questionnaire

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Proposal Invitation Questionnaire

1. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contact. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contact.

Eagle Maintenance Co. Inc. was founded in 1980 as a C Corporation in the State of Texas. ServiceMaster Clean by Eagle Maintenance is a family owned enterprise with a proud history of exceptional quality service, professional products and innovative management practices for over 30 years. ServiceMaster Clean by Eagle Maintenance provides services and products to the private sector, state and federal governmental institutions, educational facilities, from K-12 through College level facilities, and Medical facilities. Eagle Maintenance Co Inc. is currently servicing over 5.2 million square feet throughout the Dallas /Fort Worth market. Our Headquarter office is located in the City of Plano, and employs over 152 full time employees, and 75 part time employees. We also have operational offices in Houston and Austin. All staff members have certified skills in providing Green Seal GS/42 Cleaning Services to multiple types of accounts.

One of our key factors in the success of our business is our low employee turnover and multiple contract renewals. Two of our long term clients; Union Pacific (Pacific Rail Services) who we have serviced over 17 years and Akiba Academy of Dallas, with over 20 years of services, are proof of the quality of services provided by ServiceMaster Clean by Eagle Maintenance Company. Eagle Maintenance Co. Inc. joined with ServiceMaster Clean in the year of 2004, a company with over 50 years of proven experience leading the educational services market as well as the medical and private sectors in our nation and abroad. We offer full and all inclusive custodial services, where no services are outsourced. Professionally managed, we make sure our customers get the value and the best customer services possible. In 1988 we attained our minority small business certification by NCTRCA, North Central Texas Regional Certification Agency, in 2010 we became certified by the State of Texas as a HUB Historically Underutilized Business, and in 2011 we became the first Company in the State of Texas to become GS-42 Certified by the Green Seal organization. The Green Seal Certification is led by our "Capture and Removal Cleaning System". This system goes beyond traditional methods of procedures and products to improve the health and comfort of the buildings





while simplifying routine cleaning processes and training. This improved system encourages improvements in productivity, accomplished by shifting the focus of routine cleaning; reducing the number of products, tools, and supplies, this "Capture and Removal Systems" will deliver maximum efficiency with reduced wasted motion benefiting the environment and also the bottom line.

In 2010 the Eagle Maintenance Company identified a new goal for enhancing our company's services. We focused on driving down the cost of paper and plastic goods to our clients. We recognized the situation of the economy and wanted to continue our success and help our customers reduce their cost with the same level of quality services, Eagle Maintenance Co. launched a new division called Eagle Paper Company. We have been successful in reducing the two most expensive costs in the janitorial industry (material and labor). Eagle Paper Company provides a full line of products that includes all types and sizes of paper goods, plastic liners, and janitorial supplies. ServiceMaster by Eagle Maintenance utilizes our own brand and passes the savings to our customers.





Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

Texas Government Entity- Collin College Spring Creek Campus

Scope of Work

- 7x week day porter services
- 7x week night cleaning services
- 5x week plus additional hours upon request additional qualified maintenance staff complete projects as but not limited to: painting, dry wall, floor tile replacement, minor electrical, ect.
- Daily spot cleaning
- Weekly carpet maintenance
- Monthly floor maintenance
- 2x year full carpet extraction
- 1x year stripping and waxing of all floors
- Providing additional labor for events in conference center.

Value of Contract- 3 year contract to total value $ 2,547,035.38

Contract Term- 1 year contract with 2 one year extensions.

Contract Renewal- on second 3 year term

Date Started/End- 11/08/2008 - Present

Contact Person- Kenny Lanius Facility Manager





Texas Government Entity- Collin College Preston Ridge Campus

Scope of Work

- 7x week day porter services
- 7x week night cleaning services
- 5x week plus additional hours upon request additional qualified maintenance staff complete projects as but not limited to: painting, dry wall, floor tile replacement, minor electrical, ect.
- Daily spot cleaning
- Weekly carpet maintenance
- Monthly floor maintenance
- 2x year full carpet extraction
- 1x year stripping and waxing of all floors
- Providing additional labor for events in conference center.

Value of Contract- 3 year contract to total value $ 1,565,527.05

Contract Term- 1 year contract with 2 one year extensions.

Contract Renewal- on second 3 year term

Date Started/End- 10/27/2010 - Present

Contact Person- Kenny Neal, Facility Manager

Additional information of projects undertaken by ServiceMaster will be given upon request





Identify the contracts that best represent Proposer's capabilities relative to this contract.

The contracts that best represent the service capabilities of ServiceMaster Clean by Eagle Maintenance Co. Inc. would be Collin College. Collin College (Collin County Community College) is a **BuyBoard Member** who has over 30,000 students enrolled and offers class 7 days a week year-round. In addition Collin College host multiple events per week in your various conference centers with groups ranging from 200- 1000 plus attendees.

Total value of 3 year contract of 5 Collin College campuses- $5,638,662.36





2. Describe the resources Proposer has to manage staff and successfully perform the work contemplated under this contract. State the number and summarize the experience of company personnel who may be utilized for the work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for work associated with this contract.

At ServiceMaster Clean, experienced management, comprehensive training, and continuous quality assurance inspections is the key to our success. Supervisors and managers are subjected to additional training to ensure that they are adequately prepared to train the employees placed under them.

Name	Title	Years of Industry Experience
Jesus Israel Cortez Sr.	Chief Executive Officers	38
John Holland	Director of Business Development	49
Steve Faldine	Business Development Manager	18
Jesus Israel Cortez Jr.	Director of Operations and Quality Control	14
Wayne Knotts	Director of Operations	31
Tony Loftis	Director of System Development	19
Ivan Paniagua	Quality Control Manager	10
Phillip Willingham	Operations Manager	34
Edwin Zamora	Operations Manager	15
Kirk Rogers	Operations Manager	12
Jorge D. Castro	Operations Manager	9





3. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

All cleaning tasks and functions will be completed by ServiceMaster Clean without the use of a sub contractor or other third party.

These in-house labor tasks include:

- Day porter services
- Night cleaning services
- Day cleaning services
- Floor care services from maintaining to resurfacing and restoring of
  - VCT Floors
  - Terrazzo floors
  - Sealed concrete
  - Travertine and porcelain tile
  - Wood floors
  - Granit floors
  - Marble floors
  - Other natural stone tile
- Carpet maintenance and restoration
- High Rise window cleaning
- Power washing
- Addition certified staff for facilities maintenance (plant operations)
- Addition labor staff
- Healthcare Cleaning
- Terminal Cleaning











4. Describe Proposer's financial capability to perform the contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

Describe Proposer's financial capability to perform the contract. State or describe the firm's financial strength and rating,

ServiceMaster Clean By Eagle Maintenance has been providing custodial services for more than 34 year. Eagle Maintenance has grown profitably from 1980 conducting business with only 4 employees to present day providing custodial services to the State of Texas with over 200 employees. During this time Eagle Maintenance has demonstrated that they are good stewards of their resources. All financial obligations ServiceMaster By Eagle Maintenance has entered into has been met as agreed. ServiceMaster Clean By Eagle Maintenance has also developed a cash reserve that could fund Their daily operations for many years. In the year of 2005, ServiceMaster Clean By Eagle Maintenance implemented a strategic growth plan that has enabled ServiceMaster to grow at a minimum of 15% over the past 6 years.

Bonding capacity

ServiceMaster Clean By Eagle Maintenance Co. Inc currently acquires bid bonds from Merchants Bonding Company. Our current bonding capacity provides us the opportunity to submit a bid bond up to the amount of $5,000,000.

Insurance coverage limits

Our insurance company is American First Insurance a Liberty Mutual Insurance company. We typically supply insurance coverage at a $5,000,000 level but have already been approved to submit a $ 10,000,000 policy if required by the process.





State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm

Neither the firm, nor any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted or that have been terminated for any reason and for each provide the project, scope, value and date and the name of the procuring governmental entity. Fully explain the circumstances of the default or termination.

ServiceMaster Clean By Eagle Maintenance Co Inc. has not defaulted or has been terminated from any governmental entity in the past 10 years.





6. List all litigation or other legal proceedings, if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this contract or the work contemplated under this contract. (The list should include the contractor as well as the product supplier.). Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

ServiceMaster Clean By Eagle Maintenance Co Inc. has no litigations or legal proceedings against the firm or any officers and shareholders of the corporation.

7. Describe in detail all documented safety issues, if any, that have involved Proposer in the last 3 years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

Service Master Clean By Eagle Maintenance Co. Inc. has had no safety issues. Please refer to the following documents for the past 3 year's workers compensation experience modifier



Mod Factors

EAGLE BUILDING MAINTENANCE CO INC

		Risk ID	421103585
		Rating Eff Date	10/15/2014
Mod Factor	**0.89**	**Production Date**	05/02/2014
Status	Final		

ARAP	FLARAP	SARAP	MAARAP

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Mod Factors

EAGLE BUILDING MAINTENANCE CO INC

		Risk ID	421103585
		Rating Eff Date	10/15/2013
Mod Factor	**0.89**	**Production Date**	06/07/2013
Status	Final		

ARAP	FLARAP	SARAP	MAARAP

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Mod Factors

EAGLE BUILDING MAINTENANCE CO INC

		Risk ID	421103585
		Rating Eff Date	10/15/2012
Mod Factor	**0.88**	**Production Date**	06/08/2012
Status	Final		

ARAP	FLARAP	SARAP	MAARAP

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PROPOSAL INVITATION QUESTIONNAIRE

Proposal Invitation No. 472-14 – Custodial and Lawn Care Services

The Cooperative will use your responses to the questions below in evaluating your Proposal to provide the goods and perform the services ("work") under the BuyBoard contract contemplated by this Proposal Invitation ("contract"). You must fully answer each question, numbering your responses to correspond to the questions/numbers below. You must attach your responses to this questionnaire, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contact. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

2. Describe the resources Proposer has to manage, staff and successfully perform the work contemplated under this contract. State the number and summarize the experience of company personnel who may be utilized for the work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for work associated with this contract.

3. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

4. Describe Proposer's financial capability to perform the contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

5. List all contracts, if any, in the last 10 years on which Proposer has defaulted or that have been terminated for any reason and for each provide the project, scope, value and date and the name of the procuring governmental entity. Fully explain the circumstances of the default or termination.

6. List all litigation or other legal proceedings, if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this contract or the work contemplated under this contract. (The list should include the contractor as well as the product supplier.). Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

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7. Describe in detail all documented safety issues, if any, that have involved Proposer in the last 3 years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

By signature below, I certify that the information attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

ServiceMaster Clean By Eagle Maintenance Co.
Company Name

Signature of Authorized Company Official

Tab 12

Service Definitions and Service Breakdown

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Service Definition And Service Breakdown

DEFINE SERVICES - Clearly define the services that are provided on a daily, weekly, monthly, six month and annual basis as well as all other services listed (attach detailed information).

All Inclusive Service- Day and Night. Price includes Manager, Supervision, Training, GS-42 Certified Green Cleaning, GS-37 Certified Green Cleaning Products, Supplies, Equipment, and Labor, Complete exterior window cleaning once a year. All sqft rates and Hourly rates proposed include the 2% BuyBoard service fee

Custodial Manager

Plans, organizes, coordinates, and manages the cleanliness and quality, assures the proper care, cleaning of all facilities; inspects facilities; coordinates and prioritizes work projects; assigns, reviews, and evaluates the work of assigned operation personnel.

Custodial Supervisor

ServiceMaster Clean will have supervisors on-site directly in charge of the work, which shall represent ServiceMaster Clean and communicate with and coordinate the work with the Clients Management staff. Supervisors are responsible for overseeing and ensuring that proper cleaning along with maintaining the facility is in accordance to the contract requirements

Lead Day Porter

The role of the lead porter shall be to supervise staff, conduct daily written inspections, develop cleaning project lists for daytime / evening staff and conduct follow-up and cleaning duties.





DAY PORTER DAILY CLEANING TASKS

The following duties are a minimum standard for all facilities. Each individual facility may vary slightly due to usage and night-time accessibility.

ENTRANCES, LOBBIES, CORRIDORS, VENDING, LOUNGES, RECREATION AREAS, CLASSROOMS, LIBRARIES AND OTHER COMMON AREAS:

- The day porter is responsible for cleaning offices or areas that are inaccessible to the nightly cleaning crew due to security and privacy access restrictions.
- Collect and remove any litter.
- Remove trash from tables, ledges, and other building and furniture surfaces.
- Pick up trash or other debris within ten (10) foot perimeter of exterior of building.
- Empty waste receptacles that is full or nearly full.
- Remove gum or other sticky items from floors. Spot clean walls, doors, door facings, columns, and other building surfaces to remove handprints, smudges, and other obvious soil or graffiti.
- Damp wipe soiled surfaces including flat surfaces, counter tops, tables, etc.
- Refill paper towels and coffee service items in break rooms (if applicable) as needed.
- Clean entrance mats with an upright carpet vacuum or a stiff broom and lobby pan. During inclement weather, clean entrance mats with a tank-type vacuum and damp mop entrance areas to remove tracked-in water and soil.
- Sweep / Spot mop floors as necessary to remove trash and spills.
- Spot vacuum carpeted areas where needed.
- Erase and clean chalkboards and/or dry marker boards using manufacturers suggested cleaner or equivalent.
- Polish all hardware to remove handprints or smears.
- Return furniture to its original position.
- Windows and doors shall be secured.
- During inclement weather, place "wet floor" signs at all entrances.
- Set–up clean up after set-ups are over and reset for the next event.

RESTROOMS:

- Cleaning frequency at a minimum of 4 times a day
- Collect trash and litter from the floor and other surfaces and place in waste receptacle or waste collection bag on the cart.
- Empty waste receptacles that is full or nearly full.
- Refill paper products, hand soap dispensers, sanitary napkins and urinal screens / cakes as necessary.
- Check all basins and rinse or wipe clean those that are soiled.
- Check all urinals, flush as needed, and clean those that are soiled.
- Check unoccupied stalls, flush fixtures as needed, and clean those that are soiled, and clean soiled partitions and stall doors.
- Clean wet or heavily soiled floor areas with a mop and germicidal detergent solution.
- Spot clean mirrors, walls and doors.
- Spot mop floors.





CLEANING FREQUENCY SCHEDULE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL	ON REQUEST
1. PUBLIC AREAS: Entrances, Lounges, Lobbies, Hallways, Vending & Recreational Areas							
Empty Wastebaskets and Remove Trash	X						
Spot Dust All Horizontal Surfaces	X						
Damp Wipe All Wastebaskets & Replace Plastic Liners As Needed	X						
Complete Dusting - All Areas		X					
Spot Clean: Desks, Counters, Chairs, Floors & Tables	X						
Complete Clean: Desks, Counters, Chairs, Etc.		X					
Clean & Disinfect Drinking Fountains	X						
Clean Glass, Mirrors and Spot Clean Windows	X						
Spot Clean Walls, Wall Switches, Doors, Door Glass, Halls, Passage Ways	X						
Clean Furniture, Vacuum/Polish							X
Spot Clean Upholstered Furniture				X			
Shampoo Furniture							X
Straighten Chairs and Furniture	X						
Vacuum & Spot Clean/Water Extraction Carpets to Remove Stains, including Walk-off Mats	X						
Hose Down / Wash Exterior Walk-off Mats		X					
Shampoo Carpets				X			
Sweep and Damp Mop Tile/Slate/Terrazzo/Concrete Floors with Disinfectant Solution	X						
Buff Terrazzo Floors		X					
Buff Tile Floors		X					
Scrub & Sanitize Tile/Slate/Terrazzo Floors, Light Wax				X			





CLEANING FREQUENCY SCHEDULE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL	ON REQUEST
Strip & Rewax: Tile/Slate Floors, Six Coats						x	
Treatment on Terrazzo Floors (Walk-path Areas)			X				
Treatment on Terrazzo Floors (complete)						X	
Damp Mop Floor in Gym	X						
Set-up / Take-down Furniture as Requested by Client's Designated Representatives							X
Dust Window Blinds		X					
Sweep & Pick-Up Around All Outside Lobby & Building Entrances	X						
Place Any Left Items In "Lost and Found"	X						
Reset Furniture, Windows and Doors Secured and Lights Turned Off	X						
2. Bathrooms							
Clean and Sanitize All Fixtures (Commodes, Urinals, Lavatories, Hand Dryers, Etc.) with Disinfecting Solution	X						
Empty Wastebaskets & Remove Trash	X						
Wash Waste Receptacles		X					
Damp Wipe Wastebaskets & Replace Plastic Liners As Needed	X						
Polish All Metal & Mirrors	X						
Clean Partitions and Tile Walls With Disinfecting Solution	X						
Clean Shower Walls and Floors	X						
Scrub & Sanitize Shower Walls and Floors		X					
Sanitize and sterilize locker/shower rooms by fogging with			X				
Complete Clean/Sanitize: Partitions / Walls				X			
Spot Dusting	X						
Complete Dusting (Including Ceiling)		X					
Sweep, Damp Mop & Sanitize Floors	X						
Surface Scrub & Sanitize Floors		X					





CLEANING FREQUENCY SCHEDULE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL	ON REQUEST
Fill & Maintain Dispensers (soap, paper towels, seat covers,	X						
Clean Mirrors	X						
Vacuum Vents & Gratings On Walls & Ceiling		X					
Post & Fill In Cleaning Schedule (AS REQUIRED)	X						
3. OFFICE, CONFERENCE ROOMS & MEETING ROOMS:							
Empty Wastebaskets – deposit recyclable materials into appropriate bins	X						
Damp Wipe all Wastebaskets & Replace Plastic Liners as Needed	X						
Spot Clean Glass	X						
Vacuum Carpets	X						
Spot Clean / Water Extraction Carpets to Remove Stains	X						
Spot Dust All Horizontal Surfaces	X						
Complete Dusting All Areas and Ceiling		X					
Spot Clean: Desks, Counters, Chairs, Etc.	X						
Complete Clean: Desks, Counters, Chairs, Etc.	X						
Spot Clean: Mirrors, Windows (Interior)	X						
Spot Clean Walls, Doors, Etc.	X						
Clean Furniture, Vacuum & Polish			X				
Spot Clean Upholstered Furniture	X						
Clean Fabric Cubicle Partitions							X
Shampoo Furniture							X
Strip/Wax Tile Floors, Six (6) Coats						x	
Dust Window Blinds	X						
Clean Phones	X						
Clean Chalkboard/Dry Marker Board	X						
Condition Dry Marker Boards	X						





CLEANING FREQUENCY SCHEDULE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL	ON REQUEST
Reset Furniture, Windows & Doors Secured and Lights Turned Off	X						
4. COMPUTER ROOM / COMPUTER LAB:							
Empty Wastebaskets – deposit recyclable materials into appropriate bins	X						
Damp Wipe all Wastebaskets & Replace Plastic Liners as Needed	X						
Spot Clean Glass	X						
Damp Mop Floor		X					
Vacuum Carpets	X						
Spot Clean / Water Extraction Carpets to Remove Stains	X						
Buff and Polish Floors		X					
Shampoo Carpets				X			
Clean Chalkboard/Dry Marker Board	X						
Condition Dry Marker Boards		X					
Clean Lab Tables		X					
Dust Window Blinds		X					
5. CLASSROOMS, LIBRARIES, LECTURE HALLS, LABORATORIES, & AUDITORIUMS							
Empty Wastebaskets and Pencil Sharpeners	X						
Damp Wipe All Wastebaskets & Replace Plastic Liners As Needed	X						
Deposit recyclable materials into appropriate bins		X					
Dust Mop Theater Floors	X						
Damp Mop Theater Floors		X					
Vacuum Carpets	X						



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Helpful programs to make your business Green!
24/7 hours a day / days a week

CLEANING FREQUENCY SCHEDULE	DAILY	WEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL	ON REQUEST
Spot Clean / Water Extraction Carpets to Remove Stains	X						
Shampoo Carpets				X			
Damp Mop Tile / Slate / Terrazzo Floors	X						
Strip/Wax Tile Floors, Six (6) Coats					x		
Spot Dust All Furniture, Shelves, Cases, Ledges	X						
Complete Dusting All Area		X					
Spot Clean Furniture	X						
Shampoo Upholstered Furniture							X
Spot Clean / Sanitize Sinks in Labs	X						
Wipe Down Classroom Chairs		X					
Spot Clean Soiled Desks and Table Tops	X						
Compete Clean Tables, Counters, Etc.	X						
Dust Window Blinds		X					
Spot Clean Glass	X						
Spot Clean Walls, Doors, Etc.	X						
Clean Chalkboards / Dry Marker Boards and Trays	X						
Reset Furniture, Windows & Doors Secured and	X						
Lights Turned Off	X						
6. PRODUCTION & WORK AREAS:							
Empty Wastebaskets	X						
Damp Wipe All Wastebaskets & Replace Plastic Liners As Needed		X					
Deposit recyclable materials into appropriate bins		X					
Sweep Floor	X						
Damp Mop Floor	X						
Strip/Wax Tile Floors, Six (6) Coats						x	





CLEANING FREQUENCY SCHEDULE	DAILY	WEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL	ON REQUEST
Vacuum Carpets	X						
Spot Clean / Water Extraction Carpets to Remove Stains	X						
Spot Clean Furniture		X					
Spot Dust All Horizontal Surfaces	X						
Complete Dusting All Areas		X					
Spot Clean Walls, Doors & Door Facings	X						
Complete Clean & Reseal Floors				X			
Dust Window Blinds		X					
7. GENERAL:							
Dust Ledges & Window Sills		x					
Perform Low Dusting	X						
Dust Ledges & Picture Moldings		X					
Dust Picture Frames & Window Blinds		X					
Clean & Polish All Hardware	X						
Damp Clean All Vents (HVAC)			X				
Spot Clean All Interior Glass Panels Located in Halls, Classroom Doors & Entrances	X						
Remove Debris & Trash	X						
8. ELEVATORS, ESCALATORS, & CHAIR LIFT:							
Damp Wipe All Wastebaskets & Replace Plastic Liners as Needed	X						
Spot Clean Walls, Doors, Door Facings	X						
Dust doors and spot clean walls	X						
Polish All Bright Work	X						
Dust Mop Non-Carpeted Floors	X						
Damp Mop Non-Carpeted Floors	X						



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Helpful programs to make your business Green!
24/7

CLEANING FREQUENCY SCHEDULE	DAILY	WEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL	ON REQUEST
Strip and Re-wax Tile Floors, Six (6) Coats						x	
Vacuum All Carpeted Floors	X						
Spot Clean Carpet To Remove Spills & Stains	X						
Wipe Interior Surfaces With Detergent Solution	X						
Clean Elevator Door Track	X						
Clean Ceiling Vents		X					
9. STAIRWELLS & LANDINGS:							
Dust Mop & Sweep	X						
Wet Mop	X						
Dust Ledges & Shelves		X					
Dust Fire Extinguisher Cabinets			X				
Spot Clean Walls	X						
Wash Handrails	X						
10. Exterior Windows							
Exterior Window Cleaning (all floors)						x	



BuyBoard Cooperative Purchasing

Proposal Invitation No. 472-14-Custodial and Lawn Care Services

Item No.	Short Description	Full Description	Price	**DEFINE SERVICES - Clearly define the services that are provided on a daily, weekly, monthly, six month and annual basis as well as all other services listed (attach detailed information). (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)[1]**
Section I: Custodial Services for Building Interiors				
1	Annual Basic Custodial Services	**Annual Basic Custodial Services (all services provided on an annual basis)** -- State the **annual per square foot pricing** for basic custodial services. Basic custodial services are identified as "services that provide professionally maintained facilities in a clean and safe manner." To include all necessary labor, supplies, equipment, etc.	$_1.192_____/Sq. ft. (annual per square foot pricing)	All Inclusive Service- Day and Night. Price includes Manager, Supervision, Training, GS-42 Certified Green Cleaning, GS-37 Certified Green Cleaning Products, Supplies, Equipment, and Labor, Complete exterior window cleaning once a year. Please refer to attached Service Definition and Breakdown
2	Not to Exceed Hourly Labor Rate for: Additional Custodial Services - Manager Position	**Hourly Labor Rate for Additional Custodial Services for Manager Position** -- State the **Not to Exceed** hourly labor rate for Additional Custodial Services for Manager Position.	$ _26.50_____/Hour	Please refer to attached Service Definition and Breakdown
3	Not to Exceed Hourly Labor Rate for: Additional Custodial Services - Supervisor Position	**Hourly Labor Rate for Additional Custodial Services for Supervisor Position** -- State the **Not to Exceed** hourly labor rate for Additional Custodial Services for Supervisor Position.	$ _16.25_____/Hour	Please refer to attached Service Definition and Breakdown

PROPOSAL NOTE

1. Detailed Information of services are required to be submitted with Proposal.

Proposal Invitation No. 472-14-Custodial and Lawn Care Services

Item No.	Short Description	Full Description	Price	DEFINE SERVICES - Clearly define the services that are provided on a daily, weekly, monthly, six month and annual basis as well as all other services listed (attach detailed information). (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)[1]
4	Not to Exceed Hourly Labor Rate for: Additional Custodial Services - Day Lead Position	**Hourly Labor Rate for Additional Custodial Services for Day Lead Position** -- State the **Not to Exceed** hourly labor rate for Additional Custodial Services for Day Lead Position.	$ _12.25_____/Hour	Please refer to attached Service Definition and Breakdown
5	Not to Exceed Hourly Labor Rate for: Additional Custodial Services - Day Cleaner Position	**Hourly Labor Rate for Additional Custodial Services for Day Cleaner Position** -- State the **Not to Exceed** hourly labor rate for Additional Custodial Services for Day Cleaner Position.	$ _11.00_____/Hour	Please refer to attached Service Definition and Breakdown
6	Not to Exceed Hourly Labor Rate for: Additional Custodial Services - Night Lead Position	**Hourly Labor Rate for Additional Custodial Services for Night Lead Position** -- State the **Not to Exceed** hourly labor rate for Additional Custodial Services for Night Lead Position.	$ _12.25_____/Hour	Please refer to attached Service Definition and Breakdown
7	Not to Exceed Hourly Labor Rate for: Additional Custodial Services - Night Cleaner Position	**Hourly Labor Rate for Additional Custodial Services for Night Cleaner Position** -- State the **Not to Exceed** hourly labor rate for Additional Custodial Services for Night Cleaner Position.	$ _11.00_____/Hour	Please refer to attached Service Definition and Breakdown

PROPOSAL NOTE

1. Detailed Information of services are required to be submitted with Proposal.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 472-14-Custodial and Lawn Care Services

Item No.	Short Description	Full Description	Price	**DEFINE SERVICES - Clearly define the services that are provided on a daily, weekly, monthly, six month and annual basis as well as all other services listed (attach detailed information). (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)[1]**
8	Not to Exceed Hourly Labor Rate for: Additional Custodial Services - All Other Positions	**Hourly Labor Rate for Additional Custodial Services for All Other Positions** -- State the **Not to Exceed** hourly labor rate for Additional Custodial Services for All Other Positions.	$ _12.25____/Hour	Please refer to attached Service Definition and Breakdown
9	Not to Exceed Hourly Labor Rate for: Custodial Consulting and Training Services	**Hourly Labor Rate for Custodial Consulting and Training Services** -- State the **Not to Exceed** hourly labor rate for Custodial Consulting and Training Services.	$ _28.00_____/Hour	Please refer to attached Service Definition and Breakdown
Section II: Lawn Care Services				
10	Basic Lawn Care Service	**Basic Lawn Care Services** -- State the per **acre pricing** for basic lawn care services. Basic lawn care services are identified as "professionally manicured landscapes in a clean and safe manner." To include all necessary labor, supplies, equipment, etc.	$ __N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.

PROPOSAL NOTE

1. Detailed Information of services are required to be submitted with Proposal.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 472-14-Custodial and Lawn Care Services

Item No.	Short Description	Full Description	Price	**DEFINE SERVICES** - Clearly define the services that are provided on a daily, weekly, monthly, six month and annual basis as well as all other services listed (attach detailed information). (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!)[1]
11	Basic Lawn Care Services for Premium Sports Fields	**Basic Lawn Care Services For Premium Sports Fields** -- premium sports fields are those that require a higher level/more specialized level of care due to the type of activity of the field. State the per **acre pricing** for basic lawn care services. Basic lawn care services are identified as "professionally manicured landscapes in a clean and safe manner." To include all necessary labor, supplies, equipment, etc.	$ __N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.
12	Fertilizer Application for Lawns	**Fertilizer Application for Lawns** -- State the per **acre pricing** for fertilizer application for lawns. Fertilizer must be balanced for lawns containing three main elements at the rate of one pound actual nitrogen per 1000 sq. ft., and must be minimum of 20% slow release.	$ _N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.
13	Pre-Emergent Herbicide Application for Lawns	**Pre-Emergent Herbicide Application for Lawns** -- State the per **acre pricing** for pre-emergent application for lawns.	$ __N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.

PROPOSAL NOTE

1. Detailed Information of services are required to be submitted with Proposal.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 472-14-Custodial and Lawn Care Services

Item No.	Short Description	Full Description	Price	**DEFINE SERVICES** - Clearly define the services that are provided on a daily, weekly, monthly, six month and annual basis as well as all other services listed (attach detailed information). (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)[1]
14	Post-Emergent Herbicide Application for Lawns	**Post-Emergent Herbicide Application for Lawns** -- State the per **acre pricing** for pre-emergent application for lawns.	$ _N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.
15	Lawn Aeration	**Lawn Aeration** -- State the per **acre pricing** to core aerate lawns with a hollow tine aerator.	$ __N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.
16	Premium Sport Field Fertilization	**Premium Sport Field Fertilization** -- premium sports fields are those that require a higher level/more specialized level of care due to the type of activity of the field. State the per **acre pricing** for five fertilization applications per year. To include all necessary labor, supplies, equipment, etc.	$ _N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.
17	Pre-Emergent Herbicide Application for Premium Sport Fields	**Pre-Emergent Herbicide Application for Premium Sport Fields** -- premium sports fields are those that require a higher level/more specialized level of care due to the type of activity of the field. State the per **acre pricing** for pre-emergent application for premium sport fields. To include all necessary labor, supplies, equipment, etc.	$ _N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.

PROPOSAL NOTE

1. Detailed Information of services are required to be submitted with Proposal.

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 472-14-Custodial and Lawn Care Services

Item No.	Short Description	Full Description	Price	**DEFINE SERVICES - Clearly define the services that are provided on a daily, weekly, monthly, six month and annual basis as well as all other services listed (attach detailed information). (NOTE: IF DETAILED INFORMATION IS NOT SUBMITTED, PROPOSAL WILL NOT BE CONSIDERED!!)[1]**
18	Post-Emergent Herbicide Application for Premium Sport Fields	**Post-Emergent Herbicide Application for Premium Sport Fields** -- premium sports fields are those that require a higher level/more specialized level of care due to the type of activity of the field. State the per **acre pricing** for pre-emergent application for premium sport fields. To include all necessary labor, supplies, equipment, etc.	$ _N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.
19	All Other Lawn Care Services	**All Other Lawn Care Services** -- State the per **acre pricing** for all other lawn care services. To include all necessary labor, supplies, equipment, etc.	$ _N/A_____/Acre	Detailed information must be attached or proposal response will not be considered.

PROPOSAL NOTE

1. Detailed Information of services are required to be submitted with Proposal.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR CUSTODIAL SERVICES (Eagle Maintenance Co. Inc. d/b/a ServiceMaster Clean) (BuyBoard Contract #472-14)

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Eagle Maintenance Co. Inc. d/b/a ServiceMaster Clean**, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

A. **As described in the attached BuyBoard Contract #472-14, including proposal and response dated on or about November 5, 2014 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Updated Cost Sheet submitted on or about July 6, 2016 designated as Exhibit "B" and incorporated herein as if copied in full; and**

C. **Proposal for Williamson County submitted on or about July 6, 2016 designated as Exhibit "C" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in the above-referenced exhibits, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not

be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and starting October 1, 2016 with the initial term continuing until September 30, 2017. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to two (2) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth BuyBoard Contract #472-14 and above-referenced exhibits A-C incorporated herein. Any changes to pricing must be done in writing via amendment to this contract with formal approval by the Williamson County Commissioners Court.

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

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated

A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and authorized sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

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

A. As described in the attached BuyBoard Contract #472-14, including proposal

and response dated on or about November 5, 2014 designated as Exhibit "A" and incorporated herein as if copied in full;

B. Updated Cost Sheet submitted on or about July 6, 2016 designated as Exhibit "B" and incorporated herein as if copied in full; and

C. Proposal for Williamson County submitted on or about July 6, 2016 designated as Exhibit "C" and incorporated herein as if copied in full.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IX.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this

Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of The County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ___, 2016

SERVICE PROVIDER:

_____
Authorized Signature

Jesus I. Cortez JR.
Printed Name

Date: July 20, 2016

Exhibits "A," "B," and "C"
(BuyBoard Contract #472-14, proposal, and response)
(Updated Cost Sheet)
(Proposal for Williamson County)

Commissioners Court - Regular Session **38.**

Meeting Date: 08/02/2016

15RFP115 PUMA Change Order

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Change Order # 1 to RFP # 15RFP115 with Purvis Systems Incorporated for the Purvis FSAS Mobile Alerting Service.

Background

Purvis Systems Inc. has requested the attached change to Contract # 15RFP115. This is a no cost change order and is only modifying how the system is paid for on its future annual renewals.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Request

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/14/2016 10:39 AM
County Judge Exec Asst.	Wendy Coco	07/15/2016 08:38 AM
Form Started By: Thomas Skiles		Started On: 07/11/2016 08:22 AM
Final Approval Date: 07/15/2016		

PURVIS SYSTEMS
INCORPORATED
88 Silva Lane, Middletown, RI 02842 401-849-4750

PURVIS Fire Station Alerting Change Request #1
Williamson County Contract #15RFP115 Prioritized Unit Master Alerting System (Ref. PO #157191)

Title of Change: PURVIS FSAS Mobile Alerting Service

July 6, 2016

Change Items:	
Replacement of SMS Messaging with the PURVIS FSAS Mobile Alerting Service	
Scope of Change:	
SMS Messaging is no longer available and is being replaced with the PURVIS FSAS Mobile Alerting Service. The PURVIS Mobile Alerting service is a web portal tool, which provides an intuitive platform for creating and managing SMS user credentials and groups. PURVIS will set up and provide training on the use of the web portal. PURVIS FSAS Mobile Alerting Service annual fee includes the FSAS Mobile Alerting Application for up to 400 app users. The PURVIS FSAS Mobile Alerting Application is available for Android and iOS devices and provides first responders with critical alerts, maps and other important incident information right on their mobile devices, along with the ability to acknowledge and communicate back to dispatch whenever and wherever they are. The initial service includes 50,000 text message credits; Williamson County will be responsible for purchasing all subsequent text message credits directly from the SMS aggregator. **Schedule:** This change order will not affect the project schedule **Documentation:** N/A **Assumptions:** N/A	
Cost Detail:	
Quote #:	**PC2017-11**
Total Cost:	This is a no cost change request
	Original: SMS Messaging (50,000 messages/per year cost) $5,820
	Modified: Annual Fee - FSAS Mobile Alerting Service $3,800 (includes FSAS Mobile Alerting Application for up to 400 users) 50,000 Text Message Credits $2,020
	This change results in no change in cost

POCs for this Change Request: Project Manager: Jeff Mascola, jmascola@purvis.com; Contracts Manager: Michelle Craft, mcraft@purvis.com

The Parties hereto, through duly authorized representatives, have executed this Change Request:

PURVIS Systems Incorporated

Michelle Craft
Authorized Signature

Michelle Craft, Contracts Manager
Print Name and Title

7/7/16
Date

Williamson County, TX

Authorized Signature

Print Name and Title

Date

Commissioners Court - Regular Session **39.**

Meeting Date: 08/02/2016

NJPA CO-OP ILA Approval

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding approval of interlocal agreement with National Joint Powers Alliance ("NJPA") for Williamson County's participation in co-op purchasing program.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

NJPA ILA

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/20/2016 04:52 PM
County Judge Exec Asst.	Wendy Coco	07/21/2016 08:14 AM
Form Started By: Thomas Skiles		Started On: 07/20/2016 02:46 PM
Final Approval Date: 07/21/2016		

Commissioners Court - Regular Session **40.**

Meeting Date: 08/02/2016

Netlabels Support Subscription Addendum

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Netlabels Support and Maintenance Subscription Addendum Agreement for a 36-month subscription option with Southwest Solutions Group, Inc.

Background

Requested by Jessica Schmidt, Court Administrator/Chief Deputy for Judge Judy Schier Hobbs' this Addendum is to renew the subscription coverage from September 19, 2016 - September 18, 2019 (36 months, due to cost savings) which JP4 uses for their case files.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum - Netlabels

Form 1295 - Netlabels

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/20/2016 04:08 PM
Form Started By: Sydney Richardson		Started On: 07/20/2016 04:01 PM
Final Approval Date: 07/20/2016		

ADDENDUM NO. 1
TO NETLABELS SUPPORT SUBSCRIPTION AGREEMENT BETWEEN SOUTHWEST SOLUTIONS GROUP, INC.
AND
WILLIAMSON COUNTY, TEXAS

The underlying Netlabels Support Subscription Agreement [Software Support Subscription Quote #1455] (the "Agreement"), between Southwest Solutions Group, Inc. ("Southwest") and Williamson County, Texas ("County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

1. **Termination for Convenience.** County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Southwest. In the event of such termination, it is understood and agreed that only the amounts due to Southwest as of the date of termination, will be due and payable. No penalty will be assessed for County's termination of this Agreement for convenience.

2. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. **County's Right to Audit.** Southwest agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Southwest which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Southwest agrees that County shall have access during normal working hours to all necessary Southwest facilities and shall be provided adequate and appropriate work space in order to

conduct audits in compliance with the provisions of this section. County shall give Southwest reasonable advance notice of intended audits.

5. **Non-Appropriation and Fiscal Funding.** The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Southwest at the end of its then-current fiscal year to be effective as of the last day of County's fiscal year.

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

   In the event that an error appears in an invoice submitted by Southwest, County shall notify Southwest of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Southwest, Southwest shall be entitled to receive interest on the unpaid balance of the invoice submitted by Southwest beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Southwest 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.

7. **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.

8. **Sales and Use Tax Exemption.** 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 materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.

9. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"),

the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

10. **Assignment, Successors and Assigns.** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Addendum No. 1 to be effective as of the date of the last party's execution hereof.

Williamson County, Texas
("County")

By: _____
Dan A. Gattis,
County Judge

Date: _____, 20____

Southwest Solutions Group, Inc.
("Southwest")

By: _____

Printed Name: RAYMOND L. STREIGHT

Title: PRESIDENT

Date: 7-11-, 2016

SOUTHWESTSOLUTIONSGROUP
business efficiency systems
2535-B E. State Highway 121, Suite 110 • Lewisville, TX 75056
800.803.1083 • support@southwestsolutions.com

Software Support Subscription Quote

New Subscription # 1455

Williamson County
JP Precinct 4
211 West 6th Street
Taylor, TX 76574
(512) 352-4159

Support Subscription Details

Southwest Solutions Group support subscription provides the following:

Standard Support

- SSG priority help desk access via email support@southwestsolutions.com, ssgsupport.com, or our toll-free 800-803-1083.
- Access to program engineers for advanced tier II support when needed.
- Standard Support hours 8am-5pm CST Monday-Friday.

Software Upgrades

- Access to software updates as they become available.

***Non-subscription customers who request updates will be charged the amount of a 1-year support subscription.**

Help Desk Incidents

CreateDate	ContactName	Regarding
02/23/2016	Schmidt, Jessica	Set up a new docket and need the "TC" code set up and new color to appear on the Civil labels.

Support Subscription Renewal Package For NetLabels 3.0

Standard Support Package

- **New Subscription Coverage Dates: 09/19/2016 thru 09/18/2019**
- 8:00am - 5:00pm CST Monday-Friday
- Help Desk Access: 800-803-1083 & remote web support: southwestsolutions.com/support

Renewal Cost: $325.00

Previous Subscription	
Subscription #	682
Serial #	N003695-96
Type	NetLabels 3.0
Status	**Valid Subscription**
Expires On	**09/18/2016**
Subscription Length	36 Months

Agreement Contact _____ Subscription Total **$325.00**

Auth Signature _____ Date _____

PO # _____ Quote Expires: 08/10/2016

- Software support plans do not include repairing corruption to data tables. Support does not include troubleshooting printer issues.
- Standard support does not include 3rd party applications such as Excel or Access. It is the responsibility of the customer to get training on these tools and train their internal staff.
- Price subject to change based on current sell price of software. Quote valid for 90 days from submission.
- In some cases not renewing subscription may result in loss of access to product.

Submitted Thursday, May 12, 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:
2016-87964

Date Filed:
07/20/2016

Date Acknowledged:

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

Southwest Solutions Group, Inc.
Lewisville, 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 services, goods, or other property to be provided under the contract.

Netlabels Support Subscript.
Net Labels Support Subscription

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.

JO BROCK ATWOOD NOTARY PUBLIC STATE OF TEXAS EXPIRES 02 - 08 - 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said O. Richard Riemer, this the 20 day of July, 20 16, to certify which, witness my hand and seal of office.

Jo Brock Atwood	Jo Brock Atwood	Notary Public
Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath

Commissioners Court - Regular Session **41.**

Meeting Date: 08/02/2016

Advertise Flex Base Materials Bid 1607-103 for Williamson County Road and Bridge

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 IFB 1607 103, Flex Base Materials for Williamson County Road and Bridge.

Background

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/22/2016 11:52 AM
Form Started By: Jewel Walker		Started On: 07/21/2016 01:32 PM
Final Approval Date: 07/22/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Flex Base Materials

BIDS MUST BE RECEIVED ON OR BEFORE:
Sep 1, 2016 3:30:00 PM CDT
BIDS WILL BE PUBLICLY OPENED:
Sep 1, 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 1607-103
Flex Base Materials

Bid Number	**1607-103**
Bid Title	**Flex Base Materials**
Expected Expenditure	**$150,000.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Sep 1, 2016 3:30:00 PM CDT**
Question & Answer End Date	**Aug 26, 2016 5:00:00 PM CDT**
Bid Contact	**Jewel Walker** **Purchasing Specialist III** **512-943-1692** **jewel.walker@wilco.org**
Contract Duration	**12 months**
Contract Renewal	**2 annual renewals**
Prices Good for	**90 days**
Pre-Bid Conference	**Aug 18, 2016 3:00:00 PM CDT** **Attendance is optional** **Location: Williamson County - Purchasing** **901 S Austin Avenue** **Georgetown, TX 78626**

Bid Comments

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

BID CHECK LIST

If entering an electronic bid in BIDSYNC (PREFERRED):
Pricing – Enter Bid amount on each line of bid form (3 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: Flex Base Materials
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	**1607-103--01-01 - ATTACH ALL REQUIRED DOCUMENTS TO THIS LINE ITEM**
Quantity	**1 each**
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

Please attach all required bid documents to this line item
SEE ATTACHED BID FORM · COMPLETE AND ATTACH HERE.

General Notes and Technical Specifications

Flexible Base

General Information

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less but shall not exceed double the estimated quantity for the contract period. The County is not obligated to purchase any minimum amount. Items will be ordered on an "As Needed" basis.

Invoiced tonnage shall be based on certified scale weights, including moisture, at the time of shipment.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. **Material will be picked up at plant site by Williamson County.** Williamson County reserves the right to evaluate the bids based on estimated County transportation costs.

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

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

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: 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 contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

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

Department: Road and Bridge Division

Control of Materials

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

Material Quality. Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions.

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

Sampling, Testing, and Inspection. Upon award, the Contractor shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

- Sieve Analysis
- Atterberg Limits on portion passing No. 40
- Standard Proctor – moisture Density Curve
- Triaxial Compressive Strength or CBR test
- Maximum Dry Density (dry tons per cubic yard), ASTM C-29

The material requirements and standard test methods in effect at the time the proposed Contract is advertised, govern. Additional testing may be requested by the County on any and/or all items on this contract.

Material which that has been tested and approved at a supply source or staging area may be re-inspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

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

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

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

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

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

ITEM 247 – Flexible Base

Flexible Base Type E, Grade 4 Mod 1 shall conform to the following gradation:

Master gradation sieve size	% Retained
2 1/2 “	0-10
1 3/4 “	10-40
7/8 “	20-50
3/8”	25-65
# 4	40-85
# 40	70-100

Table 1: Gradation Specification for TY E, Grade 4, Mod 1

Flexible Base Type E, Grade 4 Mod 2 shall conform to the following gradation:

Master gradation sieve size	% Retained
2 1/2 “	-
1 3/4 “	0
7/8 “	10-35
3/8”	30-50
# 4	45-65
# 40	70-90
#200	95-100

Table 2: Gradation Specification for TY E, Grade 4, Mod 2

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:

FLEXIBLE BASE - BID ITEMS AND ESTIMATED QUANTITIES, 1607-103
FOR WILLIAMSON COUNTY, ROAD AND BRIDGE DIVISION

Item #	Description	Estimated Quantity	Unit	Unit Price
1	Flexible Base, TxDOT Item 247 Type A Grade 1-2	10,000	TON	
2	Flexible Base, TxDOT Item 247 Type E Grade 4 Mod 1	30,000	TON	
3	Flexible Base, TxDOT Item 247 Type E Grade 4, Mod 2	10,000	TON	

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 of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20 .

Notary Public in and for

The State of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Question and Answers for Bid #1607-103 - Flex Base Materials

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **42.**

Meeting Date: 08/02/2016

Reject and Rebid RFQ for Culvert Crossings

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on rejecting all Qualifications received for RFQ # 1604-073 Engineering Design Services for Replacement of Culvert Crossings authorize Purchasing Agent to advertise and receive Qualifications for RFQ # 1607-104 Engineering Design Services for Replacement of Culvert Crossings.

Background

Per the recommendation of Road & Bridge we are requesting that all qualifications received under RFQ # 1604-073 Engineering Design Services for Replacement of Culvert Crossings be rejected and that the Court authorize advertisement for a new solicitation of qualifications under RFQ # 1607-104 Engineering Design Services for Replacement of Culvert Crossings in order to revise specifications.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFQ # 1607-104

Reject Notice

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	07/28/2016 11:51 AM
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:54 AM
Form Started By: Thomas Skiles		Started On: 07/27/2016 11:12 AM
Final Approval Date: 07/28/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Engineering Design Services for Replacement of Culvert Crossings

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Aug 31, 2016 3:00:00 PM CDT
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Aug 31, 2016 3:00:00 PM CDT

Notice is hereby given that sealed Qualifications 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 Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications 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, Qualifications and Qualification 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 RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

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

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened 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 Respondent'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 RFQ 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 1607-104
Engineering Design Services for Replacement of Culvert Crossings

Bid Number	**1607-104**
Bid Title	**Engineering Design Services for Replacement of Culvert Crossings**
Expected Expenditure	**$200,000.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Aug 31, 2016 3:00:00 PM CDT**
Question & Answer End Date	**Aug 19, 2016 5:00:00 PM CDT**
Bid Contact	**Blake Skiles** **Purchasing Specialist III** **512-943-1478** **blake.skiles@wilco.org**
Contract Duration	**2 years**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**
Pre-Bid Conference	**Aug 12, 2016 10:00:00 AM CDT** **Attendance is optional** **Location: Williamson County - Road and Bridge** **3151 S.E. Inner Loop, Suite B** **Georgetown, TX 78626**

Bid Comments

Request For Qualifications
Engineering Design Services for Replacement of Culvert Crossings in Williamson County
Williamson County is seeking a Statement of Interest and Qualifications from experienced firms to provide professional engineering design services for the proposed replacement of culvert crossings throughout Williamson County.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.
Conflict of Interest Form - Must be completed and signed, enter name of firm and respond to questions, enter N/A if the a portion does not apply.
Debarment & Licensing Certification

Proposal Format
Open format is acceptable. Please be succinct and respond to each criteria listed in the Evaluation Criteria section of the Request for Qualification (RFQ). Please respond in the order the evaluation criteria is listed in the RFQ.

At a minimum, the Statement of Qualification (SOQ) should contain:
1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in September 2016

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects
Attach documents to line first line item in Bidsync.
If delivering a paper bid the above listed documents must be completed in a sealed envelope and sent to:
Williamson County Purchasing
Attn: RFQ# 1607-104 A/E Design for Culvert Crossings Replacement

901 South Austin Ave
Georgetown, TX 78626.

DO NOT ENTER PARTIAL BID IN BIDSYNC AND PARTIAL IN A PAPER DELIVERY.

CONTRACT ADMINISTRATOR
Terron Evertson, Director of Road and Bridge (or successor) at 3151 SE Inner Loop Georgetown, TX, shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.
Insurance Requirements

The following coverage limits shall be required at a minimum:

Worker's Compensation - Statutory – Texas Law

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage:

Comprehensive General Liability	**$1,000,000 per occurrence**
Aggregate policy limits	**$2,000,000**

Item Response Form

Item	**1607-104--01-01 - UPLOAD ALL DOCUMENTS TO THIS LINE ITEM**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

Purchasing Department
901 S. Austin Avenue
Georgetown TX 78626
Qty 1

Description
A/E CULVERTS CROSSINGS REPLACEMENT
UPLOAD ALL DOCUMENTS TO THIS LINE ITEM

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is seeking a Statement of Interest and Qualifications from experienced firms to provide professional engineering design services for the proposed replacement of culvert crossings throughout Williamson County. In addition, to provide on-call services for hydrologic/hydraulic modeling and peer review, floodplain map amendment/revision to support other projects of the County.

DESCRIPTION OF PROJECT

Williamson County is seeking a firm to provide professional engineering services for the replacement of fifty (50) severely deteriorated culvert crossings throughout the County and on-call services for hydrologic/hydraulic analyses, as needed.

TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code,

At a minimum the technical areas of services required are: Civil engineering and floodplain knowledge.

SCOPE OF SERVICES REQUESTED

The Scope of Services is anticipated to be analyzed, designed and PS&E.

Design and PS&E:

The Design and PS&E schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to the Engineer.

1. Prepare drainage design reports, plans, specifications and estimates. Cost estimates shall include all construction components necessary to provide a functional facility.
2. Obtain any necessary approvals from review and permitting authorities.

Basic Understanding

Selected Engineer shall represent Williamson County as their agent in any required approvals processes, or meetings, and promote Williamson County's best interests. The Engineer is responsible for submitting a minimum of one progress package when the design is essentially fifty percent complete.

Proposal Format and Due Date

Open format is acceptable. Please be succinct and respond to each of the criteria listed in the Evaluation Criteria section of the Request for Qualification (RFQ). Please respond in the order the evaluation criteria are listed in the RFQ.

At a minimum, the Statement of Qualification (SOQ) should contain:

1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in October 2016.

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects

EVALUATION CRITERIA
Each SOQ received in response to this RFQ will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. All respondents submitting qualifications shall be evaluated on the following three points (A-D).

A. Engineer's Firm's Experience / Qualifications with similar facility components (30 points)
    1. Experience/Qualifications with similar facility components (15)
    2. Experience in Central Texas or similar conditions. (15)

B. Engineer's Project Manager's Experience / Qualifications with similar facility components (30 points)
    1. Experience/Qualifications with similar facility components (15)
    2. Experience in Central Texas or similar conditions. (15)

C. Individuals on project team's Experience / Qualifications with similar facility components (includes staff and subcontractors) (60 points)
    1. Experience/Qualifications with similar facility components (30)
    2. Experience in Central Texas or similar conditions. (30)

D. Understanding of project (30 points)
    1. Experience/Qualifications with similar facility components (15)
    2. Experience in Central Texas or similar conditions (15)

SELECTION
Respondents are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial SOQs and/or may have interviews with some or all of the respondents to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Type of Contract
When the evaluation process is completed and the successful Respondent is determined, award of contract will be made. The successful Respondent shall be required to execute a formal

contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after being notified in writing of the selection. The only anticipated changes to the Agreement for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Agreement for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

COMPENSATION INFORMATION; FEES AND CONTRACT AWARD

Fee negotiations will be initiated once the top respondent is selected. If negotiations for acceptable fees are not successful, another respondent will be selected and negotiations will be initiated with the second respondent. The contract award will be made by the Williamson County Commissioners Court.

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications 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 RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents 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 Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

   After Commissioners Court award of the contract, Williamson County must:
   (1) 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.

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.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (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;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official | Title of Certifying Official

Printed Name of Certifying Official | Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20 , on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Question and Answers for Bid #1607-104 - Engineering Design Services for Replacement of Culvert Crossings

Overall Bid Questions
There are no questions associated with this bid.

Blake Skiles

From: Sarah Ramos
Sent: Tuesday, July 26, 2016 9:39 AM
To: Blake Skiles
Cc: Jewel Walker; Kon Kwan
Subject: Cross Culvert Design
Attachments: IFBRFPRFQ Worksheet.pdf; RFQ XXXX-XXX - Culvert Crossings Design and Analysis - GENERAL INFORMATION SPECS.docx

Good morning Blake,
Attached is the worksheet and General Specifications for the Cross Culvert rebid RFQ. We would like to reject the old RFQ 1604-073 and advertise a new bid on the August 2nd agenda. Please give me a call or email if you have any questions.

Sarah Ramos

From: Sarah Ramos
Sent: Monday, July 25, 2016 4:11 PM
To: Blake Skiles <blake.skiles@wilco.org>
Cc: Jewel Walker <jewel.walker@wilco.org>; Kon Kwan <kkwan@wilco.org>
Subject: RE: Culverts message

Good afternoon Blake,
Just an FYI, we will be sending you information for Cross Culvert Design. We would like to reject the old RFQ 1604-073 and advertise a new bid on the August 2nd agenda. I will forward all information to you as soon I receive it. Thanks.

Sarah Ramos

From: Jewel Walker
Sent: Monday, July 25, 2016 3:18 PM
To: Sarah Ramos <sramos@wilco.org>
Subject: Culverts message

Sarah,

Sorry I missed your call earlier. Blake will be managing the Culverts RFQ for you . Please email him the new information and copy me.

Connie said this was just a redo but that Terron had a few additional things to change on it. Is that correct? I'm here now if you need to call me back.

Thank you,
Jewel

Jewel Walker

Purchasing Specialist III

Williamson County
Purchasing Department
901 South Austin Ave.
Georgetown, TX 78626
512-943-1692

Williamson County Purchasing Department



This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply e-mail and delete the message.

Commissioners Court - Regular Session **43.**

Meeting Date: 08/02/2016

Reject bid for IFB 1606 088, Hauling and Advertise IFB 1607 105, Hauling for Williamson County Road and Bridge

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 rejecting the only bid received for IFB# 1606 088, Hauling Construction Materials per the recommendation of Williamson County Road and Bridge and authorize Purchasing Agent to advertise and receive bids for IFB# 1607 105, Hauling Construction Materials for Williamson County Road and Bridge.

Background

After reviewing the only bid received from Rio Grande Cargo for IFB 1606-088, Hauling Construction Materials, Williamson County Road and Bridge recommended rejecting the bid due to the bid price being out of their budget and the vendor being unable to meet the requirements of the bid. Williamson County Road and Bridge recommended that Hauling Construction Material be rebid.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 08:13 AM
Form Started By: Jewel Walker		Started On: 07/27/2016 11:26 AM
Final Approval Date: 07/28/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Hauling Construction Materials

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 30, 2016 3:30:00 PM CDT
BIDS WILL BE PUBLICLY OPENED:
Aug 30, 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 1607-105
Hauling Construction Materials

Bid Number	**1607-105**
Bid Title	**Hauling Construction Materials**
Expected Expenditure	**$105,000.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Aug 30, 2016 3:30:00 PM CDT**
Question & Answer End Date	**Aug 26, 2016 5:00:00 PM CDT**
Bid Contact	**Jewel Walker** **Purchasing Specialist III** **512-943-1692** **jewel.walker@wilco.org**
Contract Duration	**12 months**
Contract Renewal	**Not Applicable**
Prices Good for	**30 days**
Pre-Bid Conference	**Aug 16, 2016 10:00:00 AM CDT** **Attendance is optional** **Location: Williamson County - Road and Bridge** **3151 S.E. Inner Loop, Suite B** **Georgetown, TX 78626**

Bid Comments

Williamson County is seeking qualified companies to provide drivers and commercial motor vehicles to haul material related to constructing and maintaining highways, streets and bridges.

BID REQUIREMENTS

BID CHECK LIST

If entering an e**lectronic bid** in BIDSYNC **(PREFERRED):**

Pricing – Enter bid amount on each line item of the bid form (3 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: 1607-105 Hauling Construction Materials
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	**1607-105--01-01 - ADD ALL DOCUMENTS TO THIS LINE ITEM**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas**

Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 1

Description
ADD ALL DOCUMENTS TO THIS LINE ITEM

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:

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 of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20 .

Notary Public in and for

The State of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Question and Answers for Bid #1607-105 - Hauling Construction Materials

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **44.**

Meeting Date: 08/02/2016

Approving Agreement for Landscape Architectural Phase II Services

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Landscape Architectural Services Contract for Phase II with Design Workshop, Inc., and authorizing the County Judge to sign the Agreement.

Background

Requested by Randy Bell, Parks Director; this agreement is a continuation of the Phase I Services Agreement with Design Workshop, Inc., previously approved on June 16, 2015 on RFQ 14RFQ00111; Phase II is for Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services - the total amount of these services is $1,111,000.00

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Phase II Agreement

Form 1295

Form Review

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AGREEMENT FOR
LANDSCAPE ARCHITECTURAL
PHASE II SERVICES

THIS AGREEMENT FOR LANDSCAPE ARCHITECTURAL PHASE II SERVICES ("Phase II Services Agreement") is made and entered into by and between **Williamson County,** a body corporate and politic under the laws of the State of Texas, hereinafter "County," Williamson County," or "County," and **Design Workshop, Inc.**, a foreign corporation authorized to do business in the State of Texas, hereinafter "Landscape Architect" or "LA."

R E C I T A L S

WHEREAS, County intends to improve the River Ranch County Park, hereinafter called the "Project;"

WHEREAS, County and LA previously executed an Agreement for Landscape Architectural Services dated effective July 16, 2015 (the "Phase I Services Agreement");

WHEREAS, under the Phase I Services Agreement, LA performed and has completed Programming and Master Plan refinement, and Schematic Design services (collectively referred to as "Phase I Services");

WHEREAS, County now desires that LA proceed with performing Design Development Services, Construction Document Services, Bidding or Negotiation Services and Construction Observation Services, Regulatory Review, Surveys and Studies, and Cultural Resource Plan Services (collectively referred to herein as "Phase II Services");

WHEREAS, LA represents that it is qualified and desires to perform such Phase II Services;

NOW, THEREFORE, the County and the LA, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

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ARTICLE 1 INITIAL PROJECT INFORMATION

§ 1.1 The Project may ultimately include the following components:
Entrance
Equestrian Center
Trails
Day Use Facilities
Camping
Park Residence
Park Maintenance Facility
LA and internal infrastructure
Site Work

§ 1.2 Intentionally Deleted

§ 1.3 The County and LA may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the County and the LA shall appropriately adjust the schedule, the LA's services and the LA's compensation.

§ 1.4 The Services covered by this Phase II Services Agreement are subject to a County-approved budget. In the absence of an express provision to the contrary in this Phase II Services Agreement, the LA shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current County-approved budget.

§ 1.5 LA represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Phase II Services and perform its obligation under this Phase II Services Agreement and under the Contract Documents. LA further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the County is relying on LA's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Phase II Services and its obligations under this Phase II Services Agreement; (c) the LA will assign to this Project qualified individual landscape architects or engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Phase II Services Fee stated in this Phase II Services Agreement is adequate compensation for the timely completion of Phase II Services.

§ 1.6 Limit of Appropriation. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Phase II Services Agreement. LA understands and agrees that the County's payment of amounts under this Phase II Services Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Phase II Services Agreement.

ARTICLE 2 LA's RESPONSIBILITIES

§ 2.1 The LA will provide all professional services necessary to complete the Phase II Services for the Project. The LA agrees that the Phase II Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Phase II Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil or other consulting engineers, if any) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Phase II Services Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "County's responsibility" or "County-provided;" and (2) the cost of those engineering or consulting services that become necessary as a result of an County-directed change in Project scope affecting the LA (and that are subject of a written agreement for Additional Services).

§ 2.2 The LA shall perform its services consistent with the professional skill and care ordinarily provided by landscape architects practicing in the same or similar locality under the same or similar circumstances. The LA shall perform its services expeditiously in accordance with the schedule developed hereunder.

§ 2.2.1 The LA agrees that its design, Construction Documents, and Phase II Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project and the Work. The LA agrees that this duty is non-delegable—and the LA, by signing drawings or preparing Construction Documents to submit to governmental entities for purposes of obtaining building and other governmental permits or approvals, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Phase II Services Agreement shall be construed to eliminate or diminish the LA's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

§ 2.3 The LA shall identify a representative authorized to act on behalf of the LA with respect to the Project. Once approved by County, the LA's designated representative shall not be changed without the County's written approval.

§ 2.4 Except with the County's knowledge and consent, the LA shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the LA's professional judgment with respect to this Project.

§ 2.5 Insurance. The LA shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the LA shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the County, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the County. The LA shall ensure that all of LA's subconsultants engaged or employed by the LA and that must seal or stamp documents must carry and maintain similar insurance covering their respective portions of the Phase II Services. LA acknowledges, however, that LA shall remain responsible and liable for all work of its subconsultants whether or not such subconsultants carry and maintain similar insurance covering their respective portions of the Phase II Services. The LA and its above described subconsultants shall submit proof of such insurance to the County before the submittal of the first invoice to the County, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The County may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to County's obligation to pay under this Phase II Services Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least 30 days prior to any cancellation, or non-renewal.

.1 General Liability

Each Occurrence	$1,000,000
General Aggregate (other than Prod/Comp Ops Liability)	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Person & Advertising Injury Liability	$1,000,000
Medical	$1,000

- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30-day notice of cancellation

.2 Automobile Liability

Any one accident or Loss	$1,000,000

- Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles
- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30 days' notice of cancellation

.3 Workers' Compensation

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

- A Waiver of Subrogation shall apply in favor of Williamson County
- 30 Days' Notice of Cancellation

.4 Professional Liability

Each Claim	$2,000,000
General Aggregate	$2,000,000

.5 Any deductibles or self-insured retentions over $100,000 must be declared and approved in writing by Williamson County in advance.

ARTICLE 3 SCOPE OF ARCHITECT'S PHASE II SERVICES

§ 3.1 The LA shall provide those Phase II Services described in the attached **Exhibit A**, which is incorporated herein by referenced for all purposes, this Article 3, and Section 2.1, including the usual and customary structural, mechanical, and electrical engineering services, unless specifically provided elsewhere.

§ 3.1.1 The LA shall manage the LA's services, consult with the County, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the County. LA shall also participate in any public hearings requested by County and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

§ 3.1.2 The LA shall coordinate its services with those services provided by the County and the County's consultants. The LA shall be entitled to rely on the accuracy and completeness of services and information furnished by the County and the County's consultants when that information is transmitted by the County to the LA and is designated by County to be reliable. The LA shall provide prompt written notice to the County if the LA becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Phase II Services Agreement, the LA shall submit for the County's approval a schedule for the performance of the LA's services. The schedule initially shall include anticipated dates for the commencement and completion of Phase II Services described in this Phase II Services Agreement. The schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the LA. With the County's approval, the LA shall adjust the schedule, if necessary as the Project proceeds.

§ 3.1.4 The LA shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the LA shall prepare designs and documents in accordance with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.5 The LA shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.6 A description of the Scope of Phase II Services is set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The County may request Additional Services of the LA. Additional Services will be requested by the County, and confirmed in writing. Should the County request services that the LA believes to be outside the scope of Phase II, the LA shall, before performing those services, inform the County in writing of the LA's belief that the services requested are Additional Services and shall provide an estimate in writing to the County of the probable total of the Additional Services fees to be incurred in performing the services requested. **The LA shall not proceed to provide Additional Services until the LA receives the County's written authorization following County's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

§ 4.2 Additional Services may be provided after execution of this Phase II Services Agreement, without invalidating the Phase II Services Agreement. Except for services required due to the fault of the LA, any Additional Services provided in accordance with this Section 4.2 shall entitle the LA to compensation pursuant to Section 11.3 and an appropriate adjustment in the LA's schedule. Upon recognizing the need to perform Additional Services, the LA shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. **The LA shall not proceed to provide Additional Services until the LA receives the County's written authorization.**

ARTICLE 5 COUNTY'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Phase II Services Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. LA and County acknowledge that the information provided is subject to change, but that the Phase II Services Fees indicated herein take that change into account.

§ 5.2 The County shall establish and periodically update the County's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the County's other costs; and, (3) reasonable contingencies related to all of these costs. If the County significantly increases or decreases the County's budget for the Cost of the Work, the County shall notify the LA. The LA shall prepare designs and Construction Documents so that the Project can be built within the County's budget for the Project.

§ 5.3 With respect to any action, decision or determination which is to be taken or made by County with respect to the Project, the County shall identify a representative authorized to take such action or make such decision or determination or the County's representative shall notify LA in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. County may change the designated representative upon written notice to the LA; and the County

may modify the scope of authority of the designated representative in like manner. The County shall render decisions and approve the LA's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the LA's services. The County's representative shall not have any right to modify, amend or terminate this Phase II Services Agreement or issue authority to LA to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

§ 5.4 Where necessary for the LA's performance of Phase II Services, the LA shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 Where necessary for the LA's performance of Phase II Services the County shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The LA shall coordinate its Services and those of its subconsultants with the services provided by the County or County's separate consultants, if any.

§ 5.7 The County shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result of the LA's negligence or failure to perform.

§ 5.8 The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the County's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the LA's negligence or failure to perform.

§ 5.9 The County shall provide prompt written notice to the LA if the County becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the LA's Instruments of Service, provided nothing in this Phase II Services Agreement shall be construed as to require the County to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the LA's services.

§ 5.10 The LA shall coordinate the LA's duties and responsibilities set forth in the Contract for Construction with the LA's services set forth in this Phase II Services Agreement. The LA shall perform in a manner consistent with the obligations of the LA as stated in this Phase II Services Agreement and in the Contract Documents. The County shall provide the LA a copy of the

executed agreement between the County and Contractor, including the Uniform General Conditions of the Contract for Construction.

§ 5.11 The County shall provide the LA access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the LA access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Phase II Services Agreement, the Cost of the Work shall be the total cost to the County to construct all elements of the Project designed or specified by the LA and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the LA, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs.

§ 6.2 The County's budget for the Cost of the Work may be adjusted throughout the Project. Evaluations of the County's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the LA, represent the LA's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the LA nor the County has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions.

§ 6.3 In preparing estimates of the Cost of Work, the LA shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work. The LA's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 The LA's estimate of the Cost of the Work shall be projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services.

§ 6.5 If at any time the LA's estimate of the Cost of the Work exceeds the County's budget for the Cost of the Work, the LA shall make appropriate recommendations to the County to adjust the Project's size, quality or budget for the Cost of the Work, and the County shall cooperate with the LA in making such adjustments.

§ 6.6 If the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal for reasons not related to the fault of the LA, the County shall at the County's sole discretion:

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with this Phase II Services Agreement;
- **.4** in consultation with the LA, revise the Project program, scope, or quality as required to reduce the Cost of the Work;

.5 instruct the LA to modify its design and the Construction Documents so that the Cost of the Work fall within the County's budget; or

.6 implement any other mutually acceptable alternative.

§ 6.7 If the County chooses to proceed under Section 6.6.5, the LA, without additional compensation, shall modify the Construction Documents as necessary to comply with the County's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The LA and the County warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright County of such information or has permission from the copyright County to transmit such information for its use on the Project.

§ 7.2 The LA hereby assigns to the County, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the LA. Among those documents are certain "Instruments of Service" including the design drawings and the Construction Documents. The County's obligation to pay the LA is expressly conditioned upon the LA obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the LA to the County as express in this Article 7, which copyrights the LA, in turn, hereby assigns to County. The County, in return, hereby grants to LA and its subconsultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the LA's performance of its obligations under this Phase II Services Agreement, to the LA's archival records, and for the LA's reproduction of drawings and photographs in the LA's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Phase II Services Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Phase II Services Agreement by the LA or upon termination of this Phase II Services Agreement. This nonexclusive license granted in this Phase II Services Agreement to the LA may be sub-licensed to the LA's subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon LA's assignment of this nonexclusive license to another or its attempt to do so.

§ 7.3 The LA shall obtain similar nonexclusive licenses from the LA's consultants consistent with this Phase II Services Agreement.

§ 7.3.1 To the extent that liability arises from misuse of the Instruments of Service by the County or another architect or engineer, the LA shall not be responsible for that misuse.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Phase II Services Agreement. No other Project-related data, expression, or documents may be reproduced by the LA or its consultants for any other purpose without the express written permission of the County.

§ 7.5 If the County subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the LA, the County shall (where permitted or

required by law) remove or completely obliterate the original professional's seal, logo, and other indications on the documents of the identity of the LA or its consultants.

§ 7.6 The LA shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the County.

§ 7.7 Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the LA release any material or information developed in the performance of its services hereunder without the express written permission of County.

§ 7.8 No license is granted by this Phase II Services Agreement or otherwise allowing LA or its consultants to reproduce, distribute, modify, display or otherwise use County-related marks, logos, and graphics. The Parties agree that marks, logos, and graphics related to County are valuable intellectual property and that misuse or misappropriation of them will damage the County.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The County and LA shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Phase II Services Agreement within the period specified by applicable law. The County and LA waive all claims and causes of action not commenced in accordance with this Phase II Services Agreement.

§ 8.1.2 To the extent damages are covered by proceeds received by the claimant from property insurance, the County and LA waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The County or the LA, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Phase II Services Agreement and all questions as to the acceptable fulfillment of this Phase II Services Agreement by the LA. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Phase II Services Agreement between the parties hereto. Nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Phase II Services Agreement.

§ 8.2 MEDIATION

§ 8.2.1 The County and LA shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Phase II Services Agreement.

§ 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, nothing in this Phase II Services Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 The LA shall give the County 21 days' written notice of the LA's intention to terminate or suspend the Phase II Services under this Phase II Services Agreement. The notice shall detail the LA's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the County may cure the alleged reason.

§ 9.2 If the County fails to make payments to the LA that are otherwise due hereunder, the LA shall give the County 14 days' advanced written notice of its intention to suspend Services. If the County fails to either pay or justify its lack of payment in accordance with the terms of this Phase II Services Agreement, LA may give notice of suspension and suspend the Phase II Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

§ 9.3 If the County suspends the Project for more than 90 cumulative days for reasons other than the fault of the LA, the LA may terminate this Phase II Services Agreement by giving not less than seven days' written notice.

§ 9.4. This Phase II Services Agreement may be terminated by the County, with or without cause, for the County's convenience upon not less than seven (7) days' written notice to the LA. Should the County terminate this Phase II Services Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

§ 9.5 In the event of termination not the fault of the LA, the LA shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Phase II Services Agreement shall be performable in Williamson County, Texas. Each party to this Phase II Services Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Phase II Services Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Phase II Services Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

§ 10.2 Terms in this Phase II Services Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

§ 10.3 The County and LA, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Phase II Services Agreement. The Services to be provided by the LA are deemed to be personal in nature and the Architect may not assign its interest or obligations under this Phase II Services Agreement without the written consent of the County.

§ 10.4 If the County requests the LA to execute certificates, the proposed language of such certificates shall be submitted to the LA for review. If the County requests the LA to execute consents, the LA shall execute all such consents that are consistent with this Phase II Services Agreement, provided the proposed consent is submitted to the LA for review. The LA shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Phase II Services Agreement.

§ 10.5 Nothing contained in this Phase II Services Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or LA.

§ 10.6 Unless otherwise required in this Phase II Services Agreement, the LA shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the LA become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the County.

§ 10.7 The LA shall have the right to include photographic or artistic representations of the design of the Project among the LA's promotional and professional materials. The LA shall be given access to the completed Project, when approved by County, to make such representations. However, the LA's materials shall not include the County's confidential or proprietary information if the County has previously advised the LA in writing of the specific information considered by the County to be confidential or proprietary.

§ 10.8 If the LA or County receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, to the extent, if any, that any provision in this Phase II Services Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees

shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

ARTICLE 11 COMPENSATION

§ 11.1 For the LA's satisfactory performance of Phase II Services, the County shall compensate the LA the lump sum amount of:

Phase II Services Fees: $1,111,000.00

SUPPORT PLANNING, DESIGN AND ENGINEERING SERVICES	
Task III – Environmental and Cultural Surveying	$63,350
Task III – Site Survey and Site Geotechnical Analysis	$232,244
Subtotal	**$295,594**
DESIGN AND ENGINEERING SERVICES	
Task IV – Design Development	$280,156
Task V – 90%/100% Drawings and Permitting	$373,500
Subtotal	**$653,656**
BIDDING AND CONSTRUCTION SERVICES	
Task VI – Bidding and Negotiation	$11,750
Task VII – Construction Observation	$150,000
Subtotal	**$161,750**

§ 11.2 For Additional Services designated in Section 4.1, the County shall compensate the LA as follows:

A lump sum amount to be agreed upon, in advance, between County and LA. Alternatively, if approved by County, in advance and in writing, LA's Additional Services shall be based on the hourly rate provided herein below as **Exhibit B**.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the County shall compensate the LA as follows:

A lump sum amount to be agreed upon, in advance, between County and LA. Alternatively, if approved by County, in advance and in writing, LA's Additional Services shall be based on the hourly rate provided herein below as **Exhibit B**.

§ 11.4 Compensation for Additional Services of the LA's consultants when not included in Section 11.2 or 11.3, shall be the actual amount invoiced to the LA, or as otherwise stated below.

§ 11.5 Not used

§ 11.6 Not used

§ 11.7 The hourly billing rates for Additional Services performed by the LA and the LA's consultants, if any, are set forth in the attached **Exhibit B**.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 LA shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Phase II Services Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as **Exhibit D** and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services, and must not exceed **$23,500.00**.

§ 11.8.2 Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to LA without mark-up.

§ 11.9 LA acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Phase II Services Agreement and that LA hereby agrees to comply with the terms of same.

§ 11.10 PAYMENTS TO THE LANDSCAPE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the LA's Services, the LA shall submit a sworn statement to the County's designated representative, along with receipts detailing expenses incurred, and other support documentation, in a form acceptable to County's Auditor, setting forth the Phase II Services provided under this Phase II Services Agreement during such calendar month, the compensation due, plus any amounts requested by LA for Additional Services. In the event that LA's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of LA or LA's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the LA certifying that the work was performed, it was authorized by County, and that all information contained in the invoice is true and correct.

§ 11.10.2. County's designated representative shall review the LA's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Phase II Services Agreement. Once County approves the LA's invoice, County shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

§ 11.10.3 County's payment for goods and services is governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

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

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the County's designated representative when payment is requested.

§ 11.10.5 Right to Audit. LA agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons in relation to charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of LA or LA's subconsultants (i.e. Compensation for Additional Services), and provide such other details as may be requested by the County Auditor for verification purposes. LA agrees that County or its duly authorized representatives shall, until the expiration of three years after final payment under this Phase II Services Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of LA which are directly pertinent to the services to be performed under this Phase II Services Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. LA agrees that County shall have access during normal working hours to all necessary LA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give LA reasonable advance notice of intended audits.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Phase II Services Agreement are as follows:

§ 12.1 The LA shall provide prompt written notice to the County if the LA becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the LA's Instruments of Service.

§ 12.2 LA AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY LA, LA'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH LA INCLUDING, WITHOUT LIMITATION, LA'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH LA EXERCISES CONTROL.

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

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

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

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

§ 12.7 Not Used.

§ 12.7.1 Not Used.

§ 12.8 The Parties agree that during the performance of the services under this Phase II Services Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative steps to ensure that

applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

§ 12.9 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, www.tbae.state.tx.us, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, any responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 13 SCOPE OF THE PHASE II SERVICES AGREEMENT

§ 13.1 This Phase II Services Agreement represents the entire and integrated agreement between the County and the LA and supersedes all prior negotiations, representations or agreements, either written or oral. This Phase II Services Agreement may be amended only by written instrument signed by both County and LA, unless such amendment by unilateral action of the County is expressly provided for in this Phase II Services Agreement. Individual handwritten modifications of this Phase II Services Agreement shall be of no effect unless each such modification is initialed by County and LA.

§ 13.2 This Phase II Services Agreement is comprised of the following documents listed below:

.1 This Phase II Services Agreement;
.2 **Exhibit A**: Scope of Phase II Services;
.3 **Exhibit B**: Hourly Rates;
.4 **Exhibit C**: Production Schedule;
.5 **Exhibit D**: Williamson County Vendor Reimbursement Policy

§ 13.3 This Phase II Services Agreement is not effective until signed by the County and LA. The County executes this Phase II Services Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. The LA's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that LA has the obligation to ensure compliance with this Phase II Services Agreement by itself and its employees, agents, and representatives.

This Phase II Services Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TEXAS (County)

By: _____
Dan A. Gattis,
Williamson County Judge

Date Signed: _____ _____, 20___

Design Workshop, Inc., (LA)

By: _____
(Signature)

Printed Name: _____

Title: _____

Date Signed: _____ _____, 20___

Exhibit A
Scope of Phase II Services

I. Project Description

River Ranch County Park is a 1,011 acre property located in western Williamson County. The first phase of improvements is approximately 320 acres with a construction budget of approximately $8 million. This will generally allow for the following improvements which were identified originally from the previous master plan and confirmed by discussions with the County:

ENTRANCE
- Entry sign and associated planting
- Entry Gatehouse and park host site
- Applicable utilities

EQUESTRIAN CENTER
- Parking area
- Riding arena
- Equestrian barns and pens
- Utilities
- Restrooms
- Social gathering area

TRAILS
- Approximately 84,600 linear feet of hiking trails (new and existing)
- Approximately 8,750 linear feet of equestrian only trails
- Approximately 16,000 linear feet of mulch/soft surface trails
- Applicable re-vegetation
- Applicable utilities
- Applicable interpretive signage/directional signage

DAY USE FACILITY
- Applicable amount of roadways, picnic facilities, pavilions, trails, utilities, restrooms, parking, social games (i.e. washers, horseshoes) and children's play.
- Applicable planting

DRIVEWAYS AND INTERNAL INFRASTRUCTURE
- Approximately 19,000 linear feet of 20' wide hardscape roadway
- Approximately 10,500 linear feet of 12' wide caliche roadway
- Approximately 20,000 cubic yards of detention capacity
- Applicable wet and dry utility runs
- Applicable revegetation

CAMPING
- Applicable amount of improved, primitive and tent camping area
- Applicable roadway, parking, trail/circulation, restrooms and utilities.

Exhibit A
Scope of Phase II Services

PARK RESIDENCE

- Approximately 1,500 square foot house
- Associated landscaping and utilities

MAINTENANCE FACILITY

- Applicable size of fence maintenance area and associated facilities.

DEMOLITION

- Demolition of applicable existing buildings and accessories

II. Phase II Service Scope of Work – Design and Engineering for Phase I Implementation

Based upon the approved master plan and limits of Phase I implementation, the Phase II Services Scope of Work will require the following disciplines:

- Surveying
- Environmental and Cultural Surveying
- Landscape Architecture
- Civil and Traffic Engineering
- Architecture
- Equestrian Design
- Structural and Mechanical, Electrical, Plumbing (MEP) Engineering
- Wayfinding and Signage

The anticipated area for Phase I construction of the Project is identified in Attachment A of this Phase II Scope of Service.

Based LA's knowledge of creating complete design and engineering documents, the Phase II Scope of Service includes the following:

- ☐ Site Survey
- ☐ Environmental and Cultural Surveying
- ☐ Design Development (60% design)
- ☐ Construction Documentation (90% Documents) and Permitting
- ☐ Construction Documentation (100% Bid Documents)
- ☐ Bidding and Negotiation
- ☐ Construction Observation

Many of these phases of work can overlap in order to efficiently deliver the park to the community in a timely fashion.

Task III: Environmental and Cultural Mapping (16 weeks)

Exhibit A
Scope of Phase II Services

Upon approval by the County of Schematic Design in Task II of the Phase I Services Agreement, the LA will immediately get started on Environmental and Cultural Mapping and the Site Survey, while simultaneously getting started on Design Development Documents (Task IV).

3.1 Karst Survey

In accordance with the revised May 2014 U.S. Fish and Wildlife Service (USFWS) Section 10(a)(1)(A) Karst Invertebrate Survey Requirements an initial karst feature survey is recommended for Karst Zones 1, 2, and 3. The project area lies within Karst Zone 3 and 4. Task 3 includes a karst survey, which will include walking 50-foot transects throughout the entirety Karst Zone 3.

3.2 Jurisdictional Waters Assessment

The LA will conduct a jurisdictional waters of the United States assessment for the approximately 320 acre project area. The purpose of this assessment is to identify the location and extent of potential waters of the United States in accordance with Section 404 of the Clean Water Act (CWA). As part of this task, the LA will analyze the site and surrounding conditions to determine the potential for on-site waters to be considered protected by Section 404 under current interpretations.

Task 3 includes report preparation and a call with the County to discuss the findings of the site assessment and discuss whether any Section 404 permitting or coordination may be recommended or required. The prepared report and associated exhibits will be suitable for inclusion in any Section 404 permitting or coordination.

3.3 Golden-Cheeked Warbler and Black-Capped Vireo Habitat Evaluation

The LA will conduct a golden-cheeked warbler (GCWA) and black-capped vireo habitat evaluation. A visual inspection of habitat within the project area will be performed for GCWA and BCVI habitat. The LA will also review existing habitat information and prepare a habitat report, with a discussion of the setting, and map delineating the vegetative and/or geographic regions and their potential for GCWA and BCVI.

3.4 Spring Assessment

The LA will conduct a survey to evaluate the presence of springs on the project area. This survey will consist of walking all drainages on the tract looking for spring flow and vegetation associated with springs. Once the spring survey has been completed, a report of the findings will be prepared and sent electronically to the County.

3.5 Cultural Resources Survey

The LA will prepare a Texas Historical Commission (THC) Antiquities Code permit application to perform an intensive archaeological survey of the proposed approximately 320 acre project area. The permit application will be provided to the County for review, comment, and signature by the County prior to submission to the reviewer at the THC.

The LA will conduct a pedestrian survey of the entire 320 acre project area, including shovel testing, site photography, site recording, National Register and State Antiquities Landmark eligibility assessments, data analysis, and report preparation in accordance with THC and Council

of Texas Archaeologists (CTA) standards. The reporting will involve the analysis of the data collected from the field work and the production of a draft report submitted to the THC for approval and concurrence. A draft and final report will be submitted to the County as well as the THC as part of the deliverables. All field documents and photographs will also be curated for submittal to TARL as curation is required by the THC Antiquities permit. Additionally, final approved report will be produced and distributed to repositories as a requirement of the THC permit. This will be a non-collection survey so no artifacts will be collected as part of this effort and therefore, will not require curation.

3.6 Site Survey
The LA will generate topographic, tree, and existing site condition data for engineering design purposes. This data will be based on Attachment B.

Task III Deliverables
- ☐ Project Management
- ☐ Karst Survey (digital PDF)
- ☐ Jurisdictional Water Assessment (digital PDF)
- ☐ Gold-Cheeked Warbler and Black-Capped Vireo Habitat Evaluation (digital PDF)
- ☐ Spring Assessment Evaluation Report (digital PDF)
- ☐ Cultural Resources Survey (digital PDF)
- ☐ Site Survey (limited) – 24x36 document (digital PDF and one (1) hard copy)

Task III Meetings
- ☐ Ongoing coordination with team (emails, phone, etc.)
- ☐ Client conference call to discuss applicable environmental reports
- ☐ Participation in bi-weekly conference calls with client

Task IV: Design Development (16 weeks)

Upon approval by the County of Schematic Design in Task II of the Phase I Services Agreement, this task will consist of the documents and scope listed below. The general objective for this phase of the work is to further develop the design character and detail of the proposed design from the previous phase. The focus will be on the program listed above at the beginning of this scope, unless otherwise agreed to in Task II of the Phase I Services Agreement. The level of technical information for this phase will be for coordination, review and cost estimating purposes only and will not provide the additional specific level of information for construction documentation and bidding.

4.1 Design Refinement
Working closely with the County, the LA will refine and focus attention on design efforts from the Schematic Design process. This could include research and evaluation of materials, planting narrative and selection, paving, infrastructure, soils, trail layout, furniture and amenities storm water management details, trees, grading, irrigation, lighting, etc.

The Design Development Documents will include the following:
- ☐ Cover Page with general project information

- ☐ Overall Site Plan
- ☐ Demolition and Protection Plans
- ☐ Paving, Materials, and Site Lighting Plans
- ☐ Trails, Camping, Day Use, Equestrian and Amenity Plans
- ☐ Construction Details, Sections and Elevations
- ☐ Planting, Soils, and Revegetation Plans
- ☐ Site Infrastructure and Stormwater Management Plans
- ☐ Architectural Building and Structural Plans
- ☐ Mechanical, Electrical, and Plumbing Plans

4.2 Entry Identification, Wayfinding and Educational Sign Program
Create a complete wayfinding and signage design program for the study area including entrances, vehicular and pedestrian wayfinding, street identification, trail signage and architectural building signage.

4.3 Project Specifications
Outline technical specifications for all project components within the scope of this proposal will be prepared as part of this task, including draft General Conditions, Table of Contents and applicable Division One specifications.

4.4 Project QC Review and Coordination
The LA will provide an overall quality control review to ensure design and engineering elements are properly coordinated and compared with applicable codes.

4.5 Project Opinion of Probable Costs
The LA will prepare opinions of probable construction cost (OPC) for the proposed project including a 15% contingency to cover unforeseen or unknown conditions. During this process, LA will identify potential alternatives that may provide cost savings to the County if requested.

4.6 Design Development Presentation
The LA will present the design development plan, with associated graphics and opinion of probable costs to the County and Williamson County Commissioners Court.

Task IV Deliverables
- ☐ Project Management
- ☐ Design Development Documents – 24x36 document (digital PDF and one (1) hard copy)
- ☐ Design Development Documents Signage and Wayfinding Plan Booklet – 11"x17" document (digital PDF and one (1) hard copy)
- ☐ Design Development Project Specifications – 8.5"x11" (digital PDF)
- ☐ Design Development Opinion of Probable Costs – 8.5"x11" (digital PDF)
- ☐ Design Development Presentation (digital PDF)

Task IV Meetings
- ☐ Ongoing coordination with team (emails, phone, in person, etc.)
- ☐ Participation in bi-weekly conference calls with County

- One (1) presentation to County (50%)
- One (1) presentation Williamson County Commissioners Court

TASK V: Construction Documents (16 weeks)

Upon approval by the County of Design Development in Task IV, this phase will consist of documents and scope listed below. The general objective for this phase of the work is to incorporate the County's comments and continue to detail and add content to the overall construction package. In addition, the documents will incorporate the most current information regarding construction practices. The focus will be on the program listed above at the beginning of this scope, unless otherwise agreed to in Task II. The 90% CD level of technical information for this phase will be for final coordination and review, cost estimating and permitting purposes only and will not provide the final additional specific level of information for bidding and construction. The 100% CD level of technical information for this phase will resolve outstanding items from the permitting process and prepare drawings for bidding.

5.0 Construction Documents
All drawings, details, specifications, coordination, meetings and cost estimates listed in Task IV will be incorporated into this phase, but at a more detailed level. In addition, LA will be providing the following drawings.

5.1 Layout and Dimensioning Plan
Provide applicable horizontal dimensions for the project development. Applicable components will be properly dimensioned to ensure the highest quality layout and takeoffs are created.

5.2 Erosion and Sediment Control Plans
Provide applicable details and layout needed for temporary storm water controls across the site in preparation of a TCEQ permit.

5.3 Structural Design for Site Improvements
Provide applicable details and drawings needed for structural stability associated with all proposed features including applicable walkways, foundations, gates, furniture, lights and signage.

5.4 Project Manual
Provide a complete project manual with all required technical specifications, bid tab and general condition documents.

5.5 Construction Document Presentation
The LA will present the construction document plans, with associated graphics and opinion of probable costs to the County and Williamson County Commissioners Court.

5.6 Permitting
The LA will be responsible for the following permit submittals including County, TDLR, TCEQ permits for Edwards Aquifer Contributing Zone requirements, and permits for On-Site Sewage

Facilities (OSSF). The LA will not be responsible for permits required for historical and antiquity preservation or modifications, or environmental permitting for endangered species unless otherwise noted specifically in this scope of service.

Task V Deliverables

- ☐ Project management
- ☐ 90% Construction Documents – 24x36 document (digital PDF and one (1) hard copy)
- ☐ 100% Construction Documents – 24x36 document (digital PDF and one (1) hard copy)
- ☐ Construction Documents Signage and Wayfinding Plan Booklet – 11"x17" document (digital PDF and one (1) hard copy)
- ☐ Project manual – 8.5"x11" document (digital PDF and one (1) hard copy)
- ☐ Construction Document Presentation (digital PDF)

Task V Meetings

- ☐ Ongoing coordination with team (emails, phone, etc.)
- ☐ Participation in bi-weekly conference calls with client
- ☐ Meetings with various agencies during permitting
- ☐ One (1) presentation Williamson County Commissioners Court (100%)

Task VI: Bidding and Negotiation (8 weeks)

Upon approval of Phase VI, the LA will assist the County in the bidding, selection and negotiation process. The LA will coordinate final printing of construction plans and project manual for final submittal to County and provide a PDF electronic copy of the project including plans and construction contract with addenda. LA will provide bid sets for proposed bidders and recoup the cost of bid sets by a non-refundable fee from proposed bidders. All plans, project manuals, and other related bidding documents will be distributed from a local reprographics business.

The LA will assist the County with the bidding process as follows:

- Provide bidding documents to County for distribution;
- Lead and attend pre-bid conference;
- Address questions from the proposed bidders during the bidding process and issue up to (3) addenda documents;
- Addenda will be posted to the plan sets and contract documents issued to the Contractor and County following award of contract and prior to the preconstruction meeting.
- Perform a bid-item review of the lowest qualified bidders (up to 5) to assist the County in evaluating the bids and making a final contractor selection.

Please note, reviews of financial qualifications of the contractors are beyond this scope and will not be evaluated by the LA. LA will not be responsible for formalizing contract documents for execution between client and contractor. A Conformed document set can be created and issued to the contractor by the LA on a T&M basis if desired by the County.

Task VI Deliverables

- ☐ Project management

- ☐ Pre-bid Agenda
- ☐ Addenda documents/responses
- ☐ Bid tabulations in digital format
- ☐ Contract documents

Task VI Meetings

- ☐ Ongoing coordination with team (emails, phone, etc.)
- ☐ Participation in bi-weekly conference calls with client
- ☐ Pre bid meeting
- ☐ Final selection review meeting with County

TASK VII: Construction Observation (40 Weeks)

The general objective for this phase of the work is to provide observation of the construction process and ensure the quality of the final product. The LA will endeavor to secure compliance by the Contractor to the plans and specifications. However, the LA will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. The LA will not be responsible for the Contractor's errors or omissions or failure to carry out the work in accordance with the Contract Documents. It is anticipated that the LA will participate in many hours per week for this phase. It is anticipated that the construction of this project will be completed in a maximum of 12 months.

Task VII Deliverables

- ☐ Pre-construction Meeting – Meet with the County and Contractor to discuss the construction of the project, including project requirements, communication procedures, project scheduling, personnel, laboratory testing requirements (by County), field inspection, construction staking, pay requests, assisting County in preparation of pre-construction conference agenda prior to meeting, and other pertinent matters that may impact the project
- ☐ Field Reporting – A member of the LA will be on site at least one time per week. A report of activity, direction or progress will be issue to the Owner for each site visit. As the prime consultant, LA will perform up to forty(40) site visits and coordinate visits by other consultants on the team
- ☐ Pay Application Review – The LA will review requests for payment submitted by the general contractor and advise the County on consistency with field conditions. The LA will issue direction to the County for consideration
- ☐ Change Order Reviews – The LA will prepare and process routine change orders as they pertain to the original scope of work. The LA team shall have ten (10) working days to receive, review, and route reviews back to the County for distribution to the contractor. The LA will expedite critical reviews as much as possible at the request of the contractor or County
- ☐ Submittal Reviews – The LA will review and respond to applicable submittals, shop drawings, laboratory testing reports, field change requests, and requests for information. The LA will provide written responses to requests for information or clarification to the County or Contractor. LA will create applicable CCD's and ASI's, if necessary, as a response to these items.

- Project Closeout – Upon substantial completion of construction, the LA will conduct a final project walkthrough with the Contractor and Owner. LA will provide a comprehensive punch list of outstanding issues for completion or discussion prior to release of contractor bonds.

Task VII Meetings

- Up to twenty (20) conference calls with Client
- Up to forty (40) Owner-Architect- Contractor site meetings
- Up to forty (40) site visits
- Up to one (1) Pre-construction meeting

LA anticipates that construction drawings will be fully coordinated by the entire design team, which will result in less RFI's in the field. LA will respond to applicable site/landscape RFI's during the duration of the construction.

EXCLUSIONS:

Should LA be required to provide services in obtaining or coordinating compilation of this information, such services shall be performed as Additional Services in accordance with the terms of the Phase II Services Agreement. Additional Services shall only be provided if previously authorized in writing by the County and as set out in the Phase II Services Agreement. The following services are not included within the Scope of Phase I Services:

- Marketing and collateral material such as renderings, graphics, etc. not listed in the scope of work;
- Services required because of changes to the Project including but not limited to changes in size, quality and complexity, schedule, program, or budget;
- The preparation of alternate conceptual directions and/or alternate solutions after the completion of the schematic design;
- Services in conjunction with permit submissions, applications, and/or presentations to regulatory agencies not listed in inclusions in Phase I of this contract;
- Coordination and documentation of LEED certification;
- The preparation of special presentation drawings at request of Client for project promotion and fundraising purposes;
- Deductive or additional change orders requested by Client after the completion of construction documents;
- Plan preparation for and construction observation of portions of the project let on a segregated bid basis;
- The observation and administration of construction for discrete projects or items which may begin prior to completion of schematic design or design development;
- Services required as a result of the default or insolvency of the contractor;
- Preparation of record drawings or of measured drawings of existing conditions;
- Additional time required in the construction observation phase other than the hours indicated in the Basic Services of the agreement;
- Additional meetings other than the number indicated in Basic Services of the agreement;
- Off-site utility and roadway extension;

Exhibit A
Scope of Phase II Services

- Off-site traffic signage;
- Off-site turn lane warrant study;
- Platting;
- Access management study;
- Permitting other than what is listed in scope;
- Permitting fees;
- Additional work, such as extensive Endangered Karst Invertebrate habitat evaluation and extensive excavations (beyond 10 minutes of hand excavation); and
- Preparation of Section 404 permitting documentation for the Jurisdictional Water Assessment.

Attachment A
Project Area of Phase I Construction



Attachment B
Survey Area

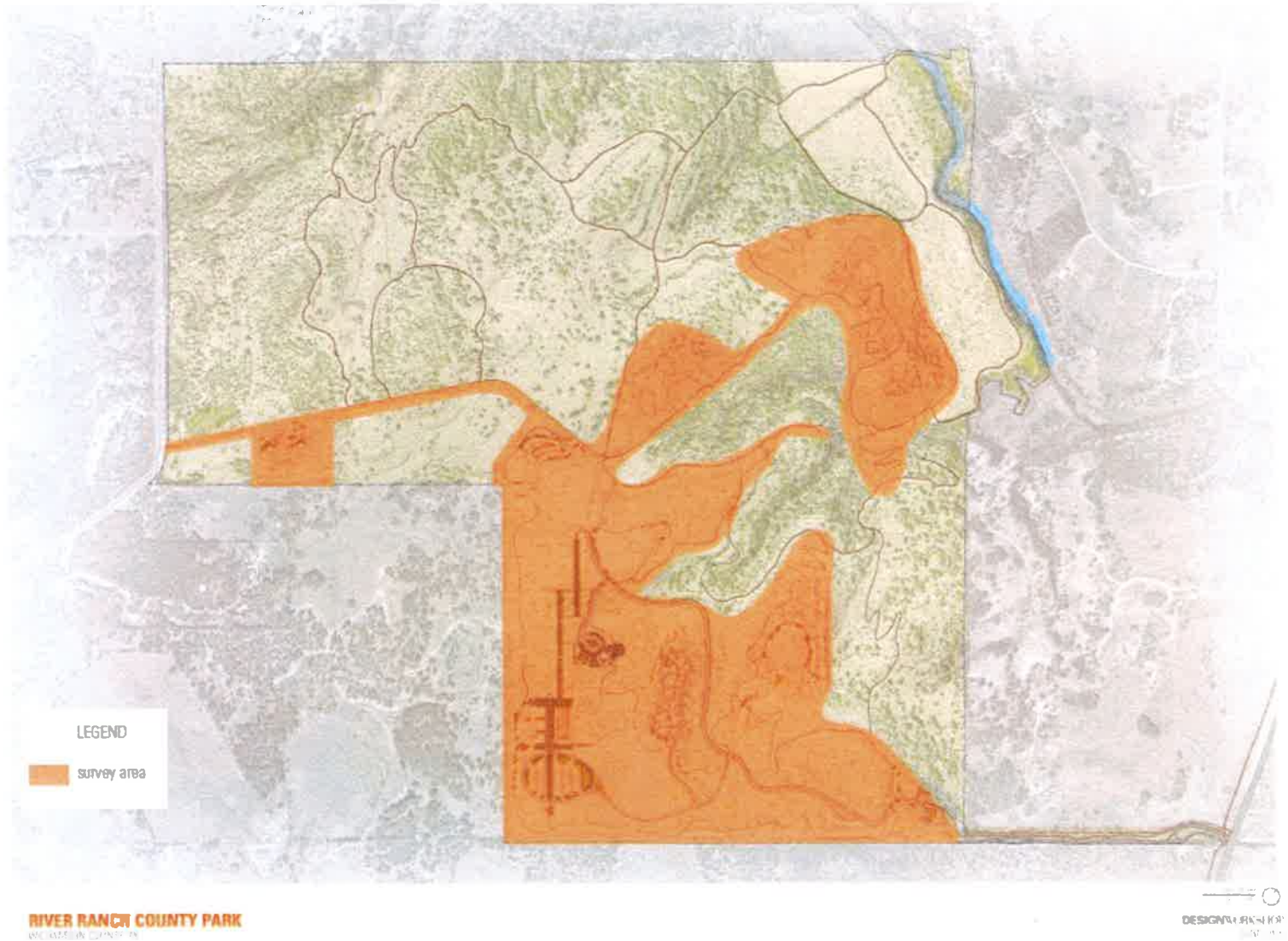


Exhibit B
Hourly Rates

Principal: $225-$250
Project Manager: $110-$175
Project Designer: $80-$175
Project Assistant: $65-$90

Exhibit C
Production Schedule

The following is an anticipated schedule of activities for Task III through Task VII of this project:

- Task III: Environmental and Cultural Mapping (16 Weeks)
- Task IV: Design Development (16 Weeks)
- Task V: Construction Documents (16 Weeks)
- Task VI: Bidding and Negotiation (8 Weeks)
- Task VII: Construction Observation (40 Weeks)

Exhibit D

Williamson County
Vendor Reimbursement Policy

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

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

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

2. **Travel Reimbursement**
   - 2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.
   - 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
   - 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

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

for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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:
2016-91273

Date Filed:
07/27/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Design Workshop
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 services, goods, or other property to be provided under the contract.
Landscape Architectural Phase
Design Development through Construction Documentation of River Ranch County Park

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

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said CLAIR HEMPEL, this the 27th day of JULY, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath

GIDEON MCKEE
Printed name of officer administering oath

Title of officer administering oath

NOTARY PUBLIC STATE OF TEXAS
GIDEON MCKEE
Notary ID # 128909804
My Commission Expires
February 28, 2020

Commissioners Court - Regular Session **45.**

Meeting Date: 08/02/2016

Approve purchase of Freightliners and Dump Bodies per Buyboard Contract# 430-13

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 purchase of two freightliners, two dump bodies and 2 warranties per Buyboard Contract 430 13 between Williamson County Road and Bridge and Freightliners of Austin for a total purchase of $244,150.00.

Background

Per the Freightliner of Austin quote :

2017 Freightliner (2)- $100,939.00
DD13 Allison 4500RDS dump truck body (2) $14,115.00
Ext Warranty 5 year (2) $6,821.00
Buyboard Fee $400.00

Total- $244,150.00

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Freightliners of Austin Quote per BB430-13

Buyboard Contract 430-13

Buyboard Contract 430-13 renewal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:54 AM
Form Started By: Jewel Walker		Started On: 07/28/2016 10:37 AM
Final Approval Date: 07/28/2016		

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 6-24-2016

PURCHASING NAME			TELEPHONE
Williamson County			512-943-3368
ADDRESS	CITY	STATE	ZIP CODE
3151 SE Inner Loop	Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2017	Freightliner	M2-112	Order	

MILEAGE:

Contract #430-13 buyboard

2017 Freightliner M2-112 Chassis	100,939.00
DD13, Allison 4500RDS for dump truck	
0x 12-14Yd dump body w/elec tarp	14,115.00
Per quote 71056	
Detroit Ext warranty 7/250K	6,821.00
Allison 5yr warranty	

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale."

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	121,875.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	121,875.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	121,875.00 X2

tstandard@ftl.com

243,750
+ 400
244,150

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 6, 2013

Sent Via E-mail: carlton@ftl1.com

Carlton Hempel
Freightliner of Austin
1701 Smith Road
Austin, TX 78721

Proposal Name & Number: Vehicles/Heavy Duty Trucks, Options/Repairs, Service & Labor #430-13

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective December 1, 2013. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #430-13 on the following web-site: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet
Electronic Catalog Format Instructions
Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,
Melonie Perry
Melonie Perry
Bid Administrator

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles and Heavy Duty Trucks and Options

Proposal Opening Date and Time: October 8, 2013 at 3:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 430-13

Anticipated Cooperative Board Meeting Date: November 2013

Contract Time Period: December 1, 2013 through November 30, 2014 with two (2) possible one-year renewals.

Freightliner of Austin
Name of Proposing Company

Date 10-7-13

1701 Smith Rd
Street Address

Signature of Authorized Company Official

Austin TX 78721
City, State, Zip

Printed Name of Authorized Company Official: Carlton Hempel

512 389 0000
Telephone Number of Authorized Company Official

Vice President
Position or Title of Authorized Company Official

512 389 2663
Fax Number of Authorized Company Official

26-1564219
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

No Hub 4 Nat

DBM PL

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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
    a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
    b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
    c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
    d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Freightliner of Austin_____ General Contact Name: Carlton Hempel_____

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: **Internet**. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: **Fax**. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: carlton@FTL1.COM

Internet Contact: Carlton Hempel_____ Phone: 512 389 0000_____

Alternate E-mail Address: Jay@FTL1.com_____

Alternate Internet Contact: Jay Hendrix_____ Phone: 512 389 0000_____

☐ I will receive purchase orders via **FAX.**

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: carlton@FTL1.com_____

Alternate E-mail Address: jay@FTL1.com_____

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 1701 Smith Rd_____ Department: _____

City: Austin_____ State: TX_____ Zip Code: 78721_____

Contact Name: Joyce Sprinkles_____ Phone: 512 389 0000_____

Fax: 512 389 2663____ E-mail Address: Joyce@FTL1.com_____

Alternative E-mail Address: carlton@FTL1.com_____

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

_____ Carlton Hempel
Signature of Authorized Company Official Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

_____ Carlton Hempel
Signature of Authorized Company Official Printed Name

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (√) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Freightliner of Austin (Company Name) 1701 Smith Rd (Address)

Austin (City) TX (State) 78721 (Zip Code)

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes
☒ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (√) one of the following.

☐ Yes
☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

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MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE/ HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Minority/Women Business Enterprise (also known as a "Historically Underutilized Business" or "HUB" and all referred to in this form as a "MWBE") is encouraged to indicate its MWBE certification status when responding to this Proposal Invitation. The electronic catalogs will indicate MWBE certifications for vendors that properly indicate and document their MWBE certification on this form.

Please check (√) all that apply

☐ I certify that my company has been certified as a MWBE in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

Certificate Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a MWBE.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin_____
Company Name

_____
Signature of Authorized Company Official

Carlton Hempel_____
Printed Name

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AFFIRMATION REGARDING CONSTRUCTION RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, and will make a good faith effort to make its Cooperative clients or potential clients aware of such requirements.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

10-7-13
Date

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CONSTRUCTION RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services. Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for products and services that the BuyBoard determines, based on an evaluation of multiple criteria, represent the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE PRODUCTS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected products or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. Consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard? BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

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What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value. This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or can be delegated by the governing body to an individual or committee, with written notice.

- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific products and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor products or services that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.

- **Architectural or Engineering and Independent Testing services.** If your product includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.

    - **Architecture.** A new building owned by a political subdivision having construction costs exceeding $100,000 or an alteration or addition to an existing building having construction costs exceeding $50,000 must have architectural plans and specifications prepared by an architect.

    - **Engineering.** If the products or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer. The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost $8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost $20,000 or less.

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- **Independent Testing**. Public entities are required to contract for the testing of construction materials engineering and verification testing services necessary for acceptance of the facility by the entity, independent of the contractor, construction manager, or design-build firm. The procurement of the testing services should be done under the Professional Services Procurement Act, and not under a BuyBoard contract.

- **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds $50,000 must certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.

- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed $25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds $100,000, to protect the local government if a contractor fails to complete the project. Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related products and services under any procurement method, including a purchasing cooperative.

For more information about BuyBoard, contact us at 800-695-2919.

Issued: June 19, 2013

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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

☒ **No**; Deviations
☐ **Yes**; Deviations

List and fully explain any deviations you are submitting:

_____

_____

_____

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☒ Company Truck ☐ Other:

_____

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

_____

3. Number of Days for Delivery: 60+_____ARO

4. Vendor Reference/Quote Number: BB Trucks_____

5. State your return policy: No Returns_____

_____

6. Are electronic payments acceptable? ☒Yes ☐ No

Freightliner of Austin_____
Company Name

_____ Carlton Hempel_____
Signature of Authorized Company Official Printed Name

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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Freightliner of Austin
Company Name

1701 Smith Rd
Address

Austin — City | TX — State | 78721 — Zip

512 389 0000 — Phone Number | 512 389 2663 — Fax Number

Carlton Hempel
Contact Person

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

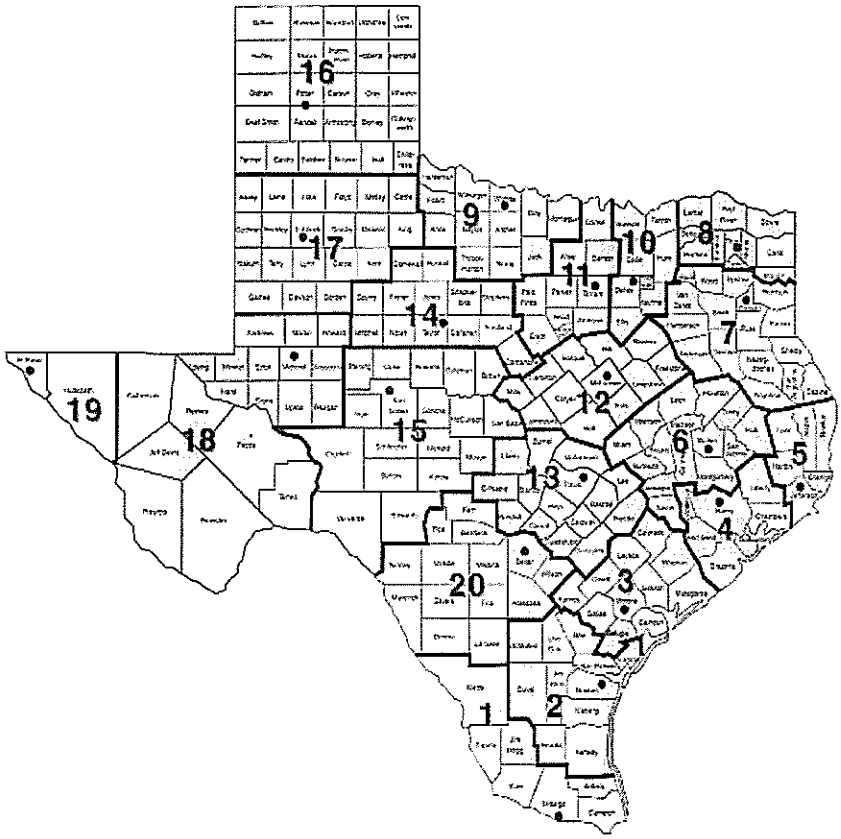
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative *(referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation)* offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members *(i.e., if you will service only states other than Texas)*, you must so indicate on this form.

Regional Education Service Centers



☒ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

☐ I will not service members of the Texas Cooperative.

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)*

☒ I will service all states in the United States.

☐ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Freightliner of Austin
Company Name

Signature of Authorized Company Official

Carlton Hempel
Printed Name

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Freightliner of Austin
Name of Vendor

430-13
Proposal Invitation Number

Signature of Authorized Company Official

Carlton Hempel
Printed Name of Authorized Company Official

10-7-13
Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $8929101_____.__(The period of the 12 month period is10/2012___/10/2013__). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

   YES☒ NO☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS	**28**	30 trucks	Net 30
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%):_____28_____ **Proposed Discount (%):**_____28_____

Explanation: _____

_____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Freightliner of Austin_____
Company Name

_____
Signature of Authorized Company Official

Carlton Hempel_____
Printed Name

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REFERENCES AND PRICE/DISCOUNT INFORMATION

PART I: For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1.	Bluebonnet Elec.	Carl Weis	979-542-8580	0	1	Net 30
2.	City of Littlefield	Mike Williamson	806-385-9202	0	1	Net 30
3.	City of Victoria	Jerry Seyfert	361-485-3079	0	2	Net 30
4.	Bell County	Brain Neaves	254-933-5115	0	1	Net 30
5.	LCRA	Troy Fulmer	512-482-6247	0	1	Net 30

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☒ If YES, please explain: _____

_____

_____

PART II: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. *(Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)* Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Freightliner of Austin
Company Name

_____
Signature of Authorized Company Official

Carlton Hempel
Printed Name

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VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/
REPAIR PARTS AND SERVICE LABOR
PROPOSAL NO. 430-13

ADDENDUM NO. 1

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSAL FORM:

The detailed specifications for Chrysler, Dodge, and Jeep vehicles have been revised to include updated models and a special service truck.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin TX 78721

Signature of Authorized Company Official: [signature] Title: Vice President

Telephone Number: 512 389-0000 Date: 10-7-13

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VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/
REPAIR PARTS AND SERVICE LABOR
PROPOSAL NO. 430-13

ADDENDUM NO. 2

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSAL FORM:

Item No. 340-351 Mitsubishi Trucks has been added to Proposal No. 430-13 please see proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin TX 78721

Signature of Authorized Company Official: [signature] Title: Vice President

Telephone Number: 512 389 0000 Date: 10-7-13

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VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/
REPAIR PARTS AND SERVICE LABOR
PROPOSAL NO. 430-13

ADDENDUM NO. 3

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSAL FORM:

Item No. 352-375 Kenworth Trucks have been added to Proposal No. 430-13 please see proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin TX 78721

Signature of Authorized Company Official: [signature] Title: Vice President

Telephone Number: 512 389 0000 Date: 10-7-13

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VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/
REPAIR PARTS AND SERVICE LABOR
PROPOSAL NO. 430-13

ADDENDUM NO. 4

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSAL FORM:

The detailed specifications for Chrysler, Dodge, and Jeep vehicles have been revised to include **Item No. 61A-61D and 65A.** These items have been added to Proposal No. 430-13. Please see the proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin TX 78721

Signature of Authorized Company Official: [signature] Title: Vice President

Telephone Number: 512 389 0000 Date: 10-7-13

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VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/
REPAIR PARTS AND SERVICE LABOR
PROPOSAL NO. 430-13

ADDENDUM NO. 5

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSAL FORM:

The detailed specifications for **Ford** vehicles have been revised to include **Item No. 117A and 118A.** These items have been added to Proposal No. 430-13.

The detailed specifications for **Western Star** trucks have been revised to include **Item No. 332A and 332B.** These items have been added to Proposal No. 430-13. Please see the proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin TX 78721

Signature of Authorized Company Official: [signature] Title: Vice President

Telephone Number: 512 389 0000 Date: 10-7-13

BuyBoard® Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

VEHICLES, HEAVY DUTY TRUCKS AND OPTIONS/ REPAIR PARTS AND SERVICE LABOR PROPOSAL NO. 430-13

ADDENDUM NO. 6

The following information becomes a permanent part of the Proposal Invitation document:

PROPOSAL FORM:

Item No. 376-388 Caterpillar Trucks have been added to Proposal No. 430-13 please see proposal form.

Please sign and return one copy of the addendum with proposal as verification of receipt and compliance with addendum information.

Company Name: Freightliner of Austin

Address: 1701 Smith Rd Austin TX 78721

Signature of Authorized Company Official: [signature] Title: Vice President

Telephone Number: 512 389 0000 Date: 10-7-15

BuyBoard®
Cooperative Purchasing
12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

FORMS CHECKLIST

(Please check (√) the following)

- ☑ Completed: **Proposer's Agreement and Signature** (Form A)
- ☑ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☑ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☑ Completed: **Resident/Nonresident Certification** (Form D)
- ☑ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☑ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☑ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☑ Completed: **Dealership Listings** (Form H)
- ☑ Completed: **Texas Regional Service Designation** (Form I)
- ☑ Completed: **State Service Designation** (Form J)
- ☑ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☑ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☑ Completed: **References and Price Discount Information** (Form M)
- ☑ Completed: **Forms Checklist** (Form N)
- ☑ Completed: **Proposal Specifications with Catalogs/Pricelists and Manufacturer Letters**
  **Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

BuyBoard® Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
			Freightliner Truck Models			
NOTE: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. pre deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.)* are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.						
138	Freightliner	Freightliner Model M2-106	**Freightliner Model M2-106** - Cab and chassis, 18,000# GVW, Eaton 6 speed transmission, 200 HP, front axle 6,000lbs, rear axle 13,000lbs, complete with all manufacturer's standard equipment	$ 37,841	Freightliner M2 106	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
139	Freightliner	Freightliner Model 10850	**Freightliner Model 10850** - Cab and chassis, 31,000# GVW, Eaton 9 speed transmission, 260 HP, front axle 10,000lbs, rear axle 21,000lbs, complete with all manufacturer's standard equipment	$ 48,938	Freightliner 10850	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
140	Freightliner	Freightliner Model M2-112	**Freightliner Model M2-112** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1900 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment	$ 67,627	Freightliner M2 112	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
141	Freightliner	Freightliner Model Cascadia 125	**Freightliner Model Cascadia 125** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1800 RPM, Eaton FR-15210B 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment	$ 77,296	Freightliner CAS 125	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
142	Freightliner	Freightliner Model 122 SD	**Freightliner Model 122 SD** - Cab and chassis, 52,000# GVW, Detroit DD15 455 HP at 1800 RPM, Eaton FRO-15210C 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment	$ 79,124	Freightliner 122 SD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
143	Freightliner	Freightliner Model 11450	**Freightliner Model 11450** - Cab and chassis, 52,000# GVW, Detroit DD13 370 HP at 1800 RPM, Eaton 10 speed transmission, front axle 12,000lbs, rear axle 40,000lbs, complete with all manufacturer's standard equipment	$ 66,412	Freightliner 114 SD	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
144	Freightliner	Freightliner Cascadia 113	**Freightliner Model Cascadia 113** - Cab and chassis, Detroit DD13 370 HP, Eaton 10 speed transmission, front axle 12000 lbs, rear axle 40000 lbs, complete with all manufacturer's standard equipment	$ 74,721	Freightliner Cas 113	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
145	Freightliner	Freightliner MT45	**Freightliner MT45** - Van Chassis (cab and chassis), 12,000# GVW, for 10 ft. van body, Cummins ISB-10 6.7L 200 HP at 2400 RPM, Allison 1000 HS automatic transmission (5 speed) with parking pawl, front axle 8,000lbs, rear axle 12,000lbs, complete with all manufacturer's standard equipment	$ 45077	Freightliner MT 45	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
146	Freightliner	Freightliner MT55	**Freightliner MT55** - Van Chassis (cab and chassis), 18,000# GVW, for 16 ft. van body, Cummins ISB-10 6.7L 200 HP at 2400 RPM, Allison 2100 HS automatic transmission (5 speed) without parking pawl, front axle 8,000lbs, rear axle 13,500lbs, complete with all manufacturer's standard equipment	$ 47004	Freightliner MT 55	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

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BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
OPTIONAL EQUIPMENT- The majority of optional equipment is not listed since options will be selected at time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!				**Discount (%)**		
147	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	28 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
148	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	0 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
149	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM Options	Discount (%) Off Third Party (not OEM Options)	0 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
150	Parts	Discount (%) Off Parts	Discount (%) Off Parts	20% off of list price %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
151	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	0 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES						
152	Repair Labor	Hourly Labor Rate for: **Repair/Service of Vehicle**	**Hourly Labor Rate for Repair/Service of Vehicle** - - State the hourly labor rate for repair/service of Vehicle	$ 105.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
153	Delivery Fees	Per Mile Delivery Fee for Vehicles	**Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles	$ 1.50 /mile		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
			Freightliner Sprinter Truck Models			
NOTE: Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. All vehicle fees to be charged for any purchase from this contract with the exception of delivery fees *(i.e. pre deliver inspection, make ready, State of Texas inspection, manufacturer destination fees, etc.)* are to be included in the base price(s). Vehicle fees not included in the base price(s) will not be allowed. The Cooperative service fee is not a "vehicle fee" and is not to be included in the base pricing.						
154	Freightliner	Sprinter C2500	**Freightliner Sprinter C2500** - 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment	$ 32423	Freightliner C 2500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
155	Freightliner	Sprinter C3500	**Freightliner Sprinter C3500** - 144" BBC, 9990 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment	$ 36,495	Freightliner C 3500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
156	Freightliner	Sprinter 3500 C/C	**Freightliner Sprinter 3500 C/C -** 144" BBC, 11,030 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment	$ 31406	Freightliner 3500 C/C	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:
1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
157	Freightliner	Sprinter P2500 Passenger Van	**Freightliner Sprinter P2500 Passenger Van -** 144" BBC, 8550 GVWR, Automatic transmission, 2.1 I-4 engine, conventional cab, tandem axle, complete with all manufacturer's standard equipment	$ 36109	Freightliner P2500	Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
OPTIONAL EQUIPMENT- The majority of optional equipment is not listed since options will be selected at time of order. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED!!				**Discount (%)**		
158	Options	Discount (%) Off Optional Equipment	Discount (%) Off for all Optional Equipment	0 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
159	Program Vehicles	Discount (%) Off Program Vehicles (Lease and/or Pre-Owned)	Discount (%) Off for all Program Vehicles (Lease and/or Pre-Owned)	0 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
160	Third Party (not OEM) Options	Discount (%) Off Third Party (not OEM Options	Discount (%) Off Third Party (not OEM Options)	0 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
161	Parts	Discount (%) Off Parts	Discount (%) Off Parts	30% off of list %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:

1. *All columns must be completed or response will not be considered.

BuyBoard Cooperative Purchasing

Proposal Invitation No. 430-13-Vehicles and Heavy Duty Trucks and Options

*ALL COLUMNS MUST BE COMPLETED OR PROPOSAL WILL NOT BE CONSIDERED

Item No.	Specified Brand or Equal	Short Description	Full Description	Delivered Price	Brand and Model	Options
162	Extended Warranty	Discount (%) Off Extended Service Maintenance Agreements	Discount (%) Off Extended Service Maintenance Agreements	0 %		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
DELIVERY FEES AND LABOR RATE FOR REPAIR/SERVICE OF VEHICLES						
163	Repair Labor	Hourly Labor Rate for: **Repair/Service of Vehicle**	**Hourly Labor Rate for Repair/Service of Vehicle** -- State the hourly labor rate for repair/service of Vehicle	$ 125.00		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)
164	Delivery Fees	Per Mile Delivery Fee for Vehicles	**Per Mile Delivery Fee for Vehicles** -- State the per mile delivery fee for Vehicles	$ 1.50 /mile		Attached separate sheet with upgrade options to include all manufacturer options including alternative fuel choice equipment (CNG, LPG, Hybrid, etc.)

PROPOSAL NOTE:
1. *All columns must be completed or response will not be considered.

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

October 22, 2015

Sent via Email to:carlton@ftl1.com

Carlton Hempel
Freightliner of Austin
1701 Smith Road
Austin TX 78721

Re: Vehicles & Heavy Duty Trucks, Options, Parts, & Labor
BuyBoard Contract 430-13

The contract that the Local Government Purchasing Cooperative (BuyBoard) awarded your company under the Vehicles & Heavy Duty Trucks, Options, Parts, & Labor Proposal, RFP 430-13, will expire November 30, 2015.

At this time, we are renewing your contract through November 30, 2016. This will be the final renewal of this contract.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: The receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W. Burkett

Connie W Burkett
Contract Administrator

Commissioners Court - Regular Session **46.**

Meeting Date: 08/02/2016

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
f) Project Fiji
g) Leander Medical Center
h) Leander/Reagan TIRZ

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/28/2016 11:05 AM
Form Started By: Charlie Crossfield		Started On: 07/28/2016 10:05 AM
Final Approval Date: 07/28/2016		

Commissioners Court - Regular Session **47.**

Meeting Date: 08/02/2016

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: SW Bypass
f) Discuss the acquisition of real property: Neenah Blvd.
g) Discuss the acquisition of real property: CR 111
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: Inner Loop.
l) Discuss the acquisition of real property for County Facilities.
m) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
n) Discuss the acquisition of Easement interests on CR 240.
o) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
p) Discuss the acquisition of real property for Bill Pickett Trail.
q) Discuss the acquisition of real property: Arterial H
r) Discuss the acquisition of easements on the Forest North project.
s) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
t) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
u) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

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 the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
c) Discuss possible sale of 183 A excess right of way
d) Discuss proposed sale of real estate of Blue Springs Blvd
e) Discuss abandonment of CR359.
f) 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	07/28/2016 11:05 AM
Form Started By: Charlie Crossfield		Started On: 07/28/2016 10:04 AM
Final Approval Date: 07/28/2016		

Commissioners Court - Regular Session **56.**

Meeting Date: 08/02/2016

FY 17 Post Recommendation Budget Hearings

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

1:00 Public Hearing:

Post Recommendation Public Hearings / Departmental Presentations for FY 17 Budget Requests.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/15/2016 08:38 AM
Form Started By: Ashlie Koenig		Started On: 07/14/2016 06:13 PM
Final Approval Date: 07/15/2016		