

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
AUGUST 16TH, 2016
9:30 A.M.

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Division.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
 (Items 5 – 17)

5. Discuss, consider, and take appropriate action on budget line item transfer request for the Expo Center.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-003001	Small Equipment & Tools< \$5,00	\$11,304.00
From	0100-0510-003005	Office Furniture	\$1,596.00
To	0100-0510-005003	Equipment > \$5,000.00	\$12,900.00
From	0100-0510-004350	Printed Materials and Binding	\$2,000.00
From	0100-0510-004210	Internet/ Email SVS	\$1,000.00
From	0100-0510-003005	Office Furniture	\$2,500.00
To	0100-0510-004100	Professional Services	\$5,500.00

6. Discuss, consider and take appropriate action to approve a line item transfer for the Tax Assessor Collector office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004505	Software maintenance	\$655.00
To	0100-0499-003120	Printers Supplies	\$655.00

7. Discuss, consider, and take appropriate action on a line item transfer for the Animal Services (Regional Animal Shelter) department.

Fiscal Impact

From/To	Acct No.	Description	Amount
TO	0545.0545.003200	Medical Supplies	\$3000
From	0545.0545.004510	Facility Maint	\$3000
To	0545.0545.004975	animal medical Care	\$3000
From:	0545.0545.004968	Care of Animals	\$3000
To	0545.0545.003318	Janitoial Supplies	\$500
From	0545.0545.003804	Immunizations	\$500

8. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$10,000
To	0100-0454-004192	JP4/Transportation Autopsies	\$10,000

9. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, July 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
10. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Dell Desktops and (3) Mice, (see attached list) pursuant to Tx. Local Gov't code 263.152.
11. Discuss, consider and take appropriate action on authorizing the the disposal of (200) Inmate Mattresses through destruction (see attached list), pursuant to Tx. Local Gov't Code 263.152.
12. Discuss, consider and take appropriate action on approving property tax collections for the month of July 2016 for the Williamson County Tax Assessor/Collector.
13. Discuss, consider and take appropriate action on approving property tax refunds over \$2,500.00 for the month of July 2016 for the Williamson County Tax Assessor/Collector.
14. Discuss, consider and take appropriate action on appointing Ira (Trey) Wood to the Georgetown ESD #8 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2017.
15. Discuss, consider and take appropriate action on appointing Troy Dalton to the Georgetown ESD #8 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2016.

16. Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated Feb 18, 2015 for boundary identification at Southwest Williamson County Reginal Park.
17. Discuss, consider, and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 5 subdivision - Pct 3.

REGULAR AGENDA

18. Discuss, consider and take appropriate action on approving the proclamation for Williamson County EMS proclaiming the inaugural Overdose Awareness Day in Williamson County.
19. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
20. Receive and acknowledge the August 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.
21. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with Seward Junction Southwest, a Road Bond project in Commissioner Pct. 2.
22. Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the On-call Geotechnical Engineering and Construction Materials Engineering/Testing Services contract between Williamson County and Terracon relating to the 2013 Road Bond Program.
23. Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the Inner Loop @ WilCo Central Maintenance contract for Engineering Services between Williamson County and Bridgefarmer & Associates, Inc. relating to the 2013 Road Bond Program.
24. Discuss, consider and take appropriate action on a Real Estate Contract with Edward and Teresa Self regarding 3.24 AC in Bartlett, TX.
25. Discuss and take appropriate action on acceptance of Donation Deed from Novak Preserve, LLC, of a 3.17 acre tract adjacent to the south boundary of Twin Springs Preserve (recognized Karst Fauna Area).
26. Discuss 2016-2017 Budget.
27. Discuss, consider and take appropriate action on FY 17 proposed compensation.
28. Consider adopting salaries and other compensation (per diem) for elected officials and authorize publication of notice.
29. Consider authorizing written notice of each elected official of his/her salary and other compensation to be included in the 2016-2017 budget.
30. Discuss, consider and take appropriate action on the FY 17 Texas County and District Retirement System (TCDRS).

31. Discuss, consider and take appropriate action to include a record vote on a proposed total maximum tax rate for Williamson County and R/FM for tax year 2016.
32. Discuss, consider and take appropriate action on scheduling two public hearing dates if the proposed maximum total tax rate exceeds the total effective tax rate of \$0.446618.
33. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between West Williamson County Municipal Utility District No. 2 and the County of Williamson, Texas.
34. Discuss, consider, and take appropriate action on the FY16/17 Budget Order.
35. Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County relating to the Capital Area Housing Finance Corporation's Single Family Mortgage Revenue Bonds (Fairway Landings at Plum Creek Apartments Project) Series 2016.
36. Discuss, consider and take appropriate action on termination of the Williamson County Mobile Crisis Services Interlocal Agreement, dated effective the 5th day of January, 2016, executed by Williamson County and Bluebonnet Trails Community Services.
37. Discuss, consider and take appropriate action regarding agreement with the City of Taylor for water and related services for the Williamson County Exposition Center, including but not limited to ratification of termination of the initial contract, and approval for new services to begin September 9, 2016.
38. Discuss, consider, and take appropriate action on approving a Services Contract for Chilled Water System Replacement at the Williamson County Jail between MTech and Williamson County per TXMAS Contract TXMAS-15-03FAC01 for the total not to exceed amount of \$191,022.00.
39. Discuss, consider and take appropriate action on approval of the Williamson County License Agreement for HH 620 Enclave at Highland Horizon Homeowners Association, Inc.- Pct 1.
40. Discuss, consider and take appropriate action on approving the Williamson County Professional Services Agreement for Associate EMS Medical Director for Tactical Medicine.
41. Discuss, consider and take appropriate action on a State Plan of Operations agreement between the State of Texas and Williamson County Sheriff's Office setting forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense personal property transferred pursuant to 10 USC § 2576a.
42. Discuss, consider, and take appropriate action on a contract with BryComm, LLC for fiber-optic cable maintenance.
43. Discuss, consider and take appropriate action on appointment of Keith Bright to position #5 on the Emergency Services District #4 board of directors, filling an unexpired term of January 1, 2016 to December 31, 2017.
44. Discuss, consider, and take appropriate action on exempting Vertex Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating Vertex Inc. as the sole source provider of products, services and maintenance of Tax Data used in payroll tax calculations in the Oracle Payroll module.

- 45. Discuss, consider and take appropriate action on approving the Services Contract with Dell, Inc. for Enterprise Installation of VMware Horizon View with Unidesk per DIR Contract # DIR-SDD-1951.
- 46. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for IFB # 1608-107, Cul-De-Sac Fog Seal.
- 47. Discuss, consider and take appropriate action on authorizing the renewal of Jail Pharmaceuticals, Proposal #14RFP00219, for the same pricing, terms and conditions as the existing Contract for the term of 10/01/2016 - 09/30/2017, with Westwood Pharmacy.
- 48. Discuss, consider and take appropriate action on approving the Shelter Agreement with Hill's Pet Nutrition Sales, Inc.
- 49. Discuss, consider and take appropriate action on approving agreement with Saffire for web design, hosting and related services to support operations of the Williamson County Expo Center.
- 50. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Sheriff:

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	\$14,975.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.005700	Vehicles > \$5,000	\$14,975.00

EXECUTIVE SESSION

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

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

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

- 53.** Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
- 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.
 - v) Discuss the acquisition of real property on on FM 972 (Self tract).

- 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.

- 54.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:
- a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) 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.

- e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- f) County Road 241 utility and Right-of-Way Issues and matters;
- g) Civil Action No. 1:15-cv-431; Herman Crisp v. Williamson County, et al; In the USDC-WD-Austin Division
- h) 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
- i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- j) 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
- k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Claims of Texas Association for Children and Families
- m) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
- n) Legislative changes to firearms laws and possession of firearms on county property
- o) 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
- p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- q) Notice of claim and demand of Morgan Lee Roach.
- r) Labor and employment law review of Employee Policy Manual provisions and amendments.
- s) Berry Springs Park and Preserve pipeline
- t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- u) Discuss requirements related to health benefit plan.
- v) 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
- w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- x) Discuss damage claim from Southwest Milam Water Supply Corporation.
- y) 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.

- 55. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).
- 56. 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)

- 57. Discuss and take appropriate action concerning economic development.
- 58. Discuss and take appropriate action concerning real estate.
- 59. Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:
 - a) Litigation or claims or potential litigation or claims against the County or by the County
 - b) Status Update-Pending Cases or Claims;
 - c) 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) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- g) County Road 241 utility and Right-of-Way Issues and matters;
- h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
- i) 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
- j) 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
- k) 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
- l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- m) Claims of Texas Association for Children and Families
- n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- o) 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.
- p) 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
- q) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- r) Notice of claim and demand of Morgan Lee Roach.
- s) Berry Springs Park and Preserve pipeline
- t) 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).
- u) Discuss requirements related to health benefit plan.
- v) 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
- w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- x) Discuss, consider, and take appropriate action regarding damage claim from Southwest Milam Water Supply Corporation.
- y) 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.

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

Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the _____ day of _____, 2016 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session**5.****Meeting Date:** 08/16/2016

Discuss, consider, and take appropriate action on budget line item transfer request for the Expo Center.

Submitted For: Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider, and take appropriate action on budget line item transfer request for the Expo Center.

Background

The requested transfer will provide the required funding for the purchase of a utility vehicle and the design/development of a website for Expo.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0510-003001	Small Equipment & Tools< \$5,00	\$11,304.00
From	0100-0510-003005	Office Furniture	\$1,596.00
To	0100-0510-005003	Equipment > \$5,000.00	\$12,900.00
From	0100-0510-004350	Printed Materials and Binding	\$2,000.00
From	0100-0510-004210	Internet/ Email SVS	\$1,000.00
From	0100-0510-003005	Office Furniture	\$2,500.00
To	0100-0510-004100	Professional Services	\$5,500.00

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 08/04/2016

Reviewed By

Wendy Coco

Date

08/04/2016 03:18 PM

Started On: 08/04/2016 11:34 AM

Commissioners Court - Regular Session

6.

Meeting Date: 08/16/2016

Line item transfer for the Tax Assessor Collector.

Submitted For: Deborah Hunt

Submitted By: Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve a line item transfer for the Tax Assessor Collector office.

Background

This transfer request is in the amount of \$655.00 from line item 4505 Software Maintenance to line item 3120 Printer Supplies. These funds are for the purchase of red ink cartridges and adhesive roll tapes for the Pitney Bowes postage meter machine.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004505	Software maintenance	\$655.00
To	0100-0499-003120	Printers Supplies	\$655.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Tax Assessor (Originator)

Tax Assessor (Originator)

Form Started By: Judy Kocian

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Judy Kocian

Judy Kocian

Date

08/10/2016 11:07 AM

08/10/2016 11:14 AM

08/10/2016 11:28 AM

Started On: 08/10/2016 10:58 AM

Commissioners Court - Regular Session

7.

Meeting Date: 08/16/2016

Line Transfer

Submitted By: Cheryl Schneider, Animal Services**Department:** Animal Services**Agenda Category:** Consent**Information****Agenda Item**

Discuss, consider, and take appropriate action on a line item transfer for the Animal Services (Regional Animal Shelter) department.

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount
TO	0545.0545.003200	Medical Supplies	\$3000
From	0545.0545.004510	Facility Maint	\$3000
To	0545.0545.004975	animal medical Care	\$3000
From:	0545.0545.004968	Care of Animals	\$3000
To	0545.0545.003318	Janitoial Supplies	\$500
From	0545.0545.003804	Immunizations	\$500

Attachments*No file(s) attached.***Form Review****Inbox**

County Judge Exec Asst.

Form Started By: Cheryl Schneider

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:04 AM

Started On: 08/04/2016 04:20 PM

Commissioners Court - Regular Session

8.

Meeting Date: 08/16/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #4.

Background

Due to the increase in autopsies ordered, we have exhausted funding in our transport line. This transfer is expected to cover expenditures through the end of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$10,000
To	0100-0454-004192	JP4/Transportation Autopsies	\$10,000

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:07 AM

Started On: 08/10/2016 11:01 AM

Commissioners Court - Regular Session

9.

Meeting Date: 08/16/2016

Justice of the Peace 4 JULY 2016 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM JULY 2016

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

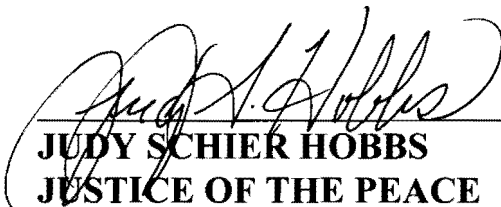
08/11/2016 12:44 PM

Started On: 08/11/2016 11:29 AM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

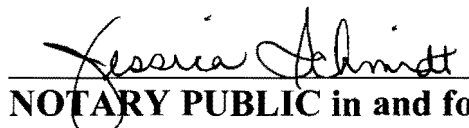
Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of July, 2016.



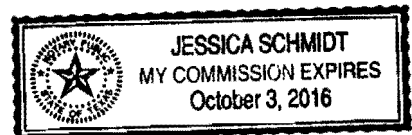
**JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR**



10th day of August, 2016 to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2016-07/31/2016

Date Printed: 8/9/2016
Time Printed: 6:12:32PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	5	35.00	35.00	20.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	5	11.50	11.50	0.00	1.00	0.00	0.00	10.50	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	2	42.00	42.00	0.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTON	EVICTON FILING FEE	75	1,850.00	1,850.00	150.00	1,275.00	9.25	0.00	415.75	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	114	642.00	642.00	42.00	468.00	8.22	0.00	123.78	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	120	7,910.00	7,910.00	420.00	5,250.00	95.83	0.00	2,144.17	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	5	125.00	125.00	0.00	0.00	25.00	0.00	100.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	7	35.00	35.00	0.00	15.00	0.00	0.00	20.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	7	1,050.00	1,050.00	0.00	450.00	0.00	0.00	600.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	2	10.00	10.00	5.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	12	12.00	12.00	0.00	0.00	0.00	0.00	12.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	2	120.00	120.00	0.00	120.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	33	675.00	675.00	0.00	675.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	114	1,070.00	1,070.00	70.00	780.00	13.70	0.00	206.30	0.00	0.00	0.00	01-0399-0000-20802
OCC LICENSE	OCCUPATIONAL LICENSI	1	25.00	25.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
TRUANCY CT	TRUANCY CONTEMPT FI	1	75.00	75.00	0.00	0.00	0.00	0.00	75.00	0.00	0.00	0.00	0100-0000-351304
WRIT GARN	WRIT OF GARNISHMENT	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY		507	13,697.50	13,697.50	732.00	9,106.00	152.00	0.00	3,707.50	\$0.00	0.00	0.00	
Direct Deposit	\$0.00								HB2398		\$0.00		
Cash	\$732.00								CSR Credit		\$0.00		
Checks	\$9,106.00								Jail Credit		\$0.00	Post for Refund \$0.00	
Money Orders	\$152.00								Non-Monetary		\$0.00	Over Payments \$0.00	
Credit Cards :	\$3,707.50				Escrow Payments	\$0.00	Transaction Fee	\$0.00					
TOTAL CURRENCY	\$13,697.50				ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL		\$0.00	TOTAL PAID	\$0.00

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2016-07/31/2016

Date Printed: 8/9/2016
Time Printed: 6:12:32PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,692.25	558.25	0.00	0.00	0.00	2,250.50
0100-0000-341904		6,215.83	2,744.17	0.00	0.00	0.00	8,960.00
0100-0000-351304		0.00	75.00	0.00	0.00	0.00	75.00
0100.0000.341804		700.00	0.00	0.00	0.00	0.00	700.00
0399-0000-208822		518.22	123.78	0.00	0.00	0.00	642.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	863.70	206.30	0.00	0.00	0.00	1,070.00
TOTALS :		9,990.00	3,707.50	0.00	0.00	0.00	13,697.50

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2016-07/31/2016

Date Printed: 8/9/2016
Time Printed: 6:13:08PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFCAF	COUNTY ARREST FEE	116	538.95	538.95	138.95	0.00	87.05	0.00	312.95	0.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	133	588.82	586.11	66.44	0.00	161.02	0.00	358.65	2.71	0.00	0.00	0399-0000-208400
AFPA	PARKS & WILDLIFE ARREST	4	20.00	20.00	10.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	2	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	4	80.00	80.00	20.00	0.00	0.00	0.00	60.00	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	1	15.00	15.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	7	70.00	70.00	20.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	44	3,097.21	3,083.92	802.85	0.00	487.01	0.00	1,794.06	13.29	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	69	614.20	614.20	69.30	0.00	375.36	0.00	169.54	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	523	41,219.28	40,669.28	8,122.50	0.00	5,395.70	0.00	27,151.08	550.00	0.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	1	2.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	4	680.00	680.00	510.00	0.00	0.00	0.00	170.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	200	532.14	530.51	86.06	0.00	140.50	0.00	303.95	1.63	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	6	20.74	20.74	5.00	0.00	3.14	0.00	12.60	0.00	0.00	0.00	0100-0000-341914
BOND	CASH BOND	2	300.00	300.00	0.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	1	45.00	45.00	0.00	0.00	0.00	0.00	45.00	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	1	30.00	30.00	0.00	0.00	0.00	0.00	30.00	0.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	40	1,250.24	1,250.24	430.80	0.00	235.90	0.00	583.54	0.00	0.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT C	414	13,878.10	13,856.40	2,261.62	0.00	2,431.62	0.00	9,163.16	21.70	0.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	414	1,042.51	1,040.88	169.60	0.00	182.38	0.00	688.90	1.63	0.00	0.00	0360-0000-341150
CHS2	COURTHOUSE SECURITY	1	0.20	0.20	0.00	0.00	0.00	0.00	0.20	0.00	0.00	0.00	0361-0000-341154
CHS2A	COURTHOUSE SECURITY	411	345.32	344.78	56.54	0.00	60.79	0.00	227.45	0.54	0.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	1	0.50	0.50	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	32	93.78	91.07	37.69	0.00	30.00	0.00	23.38	2.71	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	14	462.85	446.13	33.28	0.00	0.00	0.00	412.85	16.72	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIO	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0399-0000-208170
FWF	FLORENCE POLICE DEPA	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
GWF	GRANGER POLICE DEPA	1	50.00	50.00	0.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
HWF	HUTTO POLICE DEPARTA	1	3.78	3.78	0.00	0.00	0.00	0.00	3.78	0.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	407	684.63	684.19	111.71	0.00	121.60	0.00	450.88	0.44	0.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	1	0.50	0.50	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	397	1,680.80	1,679.69	274.27	0.00	303.97	0.00	1,101.45	1.11	0.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	414	1,390.01	1,387.84	226.13	0.00	243.18	0.00	918.53	2.17	0.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	412	1,382.01	1,379.84	226.13	0.00	243.18	0.00	910.53	2.17	0.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	412	2,066.66	2,064.04	337.84	0.00	364.78	0.00	1,361.42	2.62	0.00	0.00	0399-0000-208352
MISC REV	MISCELLANIOUS REVENI	2	3.20	3.20	0.20	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	191	17.57	17.57	3.13	0.00	4.58	0.00	9.86	0.00	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	9	2,850.00	2,850.00	0.00	0.00	1,100.00	0.00	1,750.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	32	93.78	91.07	37.69	0.00	30.00	0.00	23.38	2.71	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	7	350.00	350.00	100.00	0.00	200.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
SJRF	STATE JURY REIMBURSE	1	4.00	4.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0399-0000-208235
SPF	SPECIAL PROCESSING FE	22	4,075.47	4,075.47	1,050.44	138.59	0.00	0.00	2,886.44	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	200	5,321.46	5,305.18	860.62	0.00	1,404.99	0.00	3,039.57	16.28	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	12	47.60	47.60	3.70	0.00	0.00	0.00	43.90	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	112	421.42	421.42	30.65	0.00	28.57	0.00	362.20	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	89	1,717.61	1,717.61	457.75	0.00	297.90	0.00	961.96	0.00	0.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	281	510.03	509.59	90.06	0.00	98.49	0.00	321.04	0.44	0.00	0.00	01-0399-0000-20803
TWF	TAYLOR POLICE DEPART	8	154.00	142.87	142.87	0.00	0.00	0.00	0.00	11.13	0.00	0.00	0100-0000-341804
TWFIN	TOLLWAY ADMINISTRAT	128	9,506.13	9,506.13	926.75	0.00	980.96	0.00	7,598.42	0.00	0.00	0.00	0100-0000-207027

TOTALS SUMMARY	5586	97,322.50	96,672.50	17,720.57	438.59	15,115.67	0.00	63,397.67	\$650.00	0.00	0.00
Direct Deposit	\$0.00							HB2398	\$0.00		
Cash	\$17,720.57							CSR Credit	\$0.00		
Checks	\$438.59							Jail Credit	\$650.00	Post for Refund	\$0.00
Money Orders	\$15,115.67							Non-Monetary	\$0.00	Over Payments	\$0.00
Credit Cards :	\$63,397.67	Escrow Payments	\$0.00	Transaction Fee	\$0.00						
TOTAL CURRENCY	\$96,672.50	ESCROW PAID	\$0.00	TRAN. FEES	\$0.00	TOTAL	\$650.00	TOTAL PAID	\$0.00		

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 07/01/2016-07/31/2016

Date Printed: 8/9/2016
Time Printed: 6:13:08PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
01-0100-0000-207008		300.00	0.00	0.00	0.00	0.00	300.00
0100-0000-209600		510.00	170.00	0.00	0.00	0.00	680.00
0100-0000-341804		2,837.78	4,306.27	34.90	0.00	0.00	7,178.95
0100-0000-341911		0.00	45.00	0.00	0.00	0.00	45.00
0100-0000-341913		0.00	30.00	0.00	0.00	0.00	30.00
0100-0000-341914		737.76	1,002.24	0.00	0.00	0.00	1,740.00
0100-0000-351304		13,518.20	27,151.08	550.00	0.00	0.00	41,219.28
0100-0000-370500		3.20	0.00	0.00	0.00	0.00	3.20
0360-0000-341150		351.98	688.90	1.63	0.00	0.00	1,042.51
0361-0000-341154		117.33	227.65	0.54	0.00	0.00	345.52
0372-0000-341144		469.31	918.53	2.17	0.00	0.00	1,390.01
0399-0000-208160		4,693.24	9,163.16	21.70	0.00	0.00	13,878.10
0399-0000-208170		0.00	5.00	0.00	0.00	0.00	5.00
0399-0000-208180		0.00	0.50	0.00	0.00	0.00	0.50
0399-0000-208235		469.31	914.53	2.17	0.00	0.00	1,386.01
0399-0000-208300		0.00	15.00	0.00	0.00	0.00	15.00
0399-0000-208352		702.62	1,361.42	2.62	0.00	0.00	2,066.66
0399-0000-208400		237.46	368.65	2.71	0.00	0.00	608.82
0399-0000-208425		2,265.61	3,039.57	16.28	0.00	0.00	5,321.46
0399-0000-208500		0.00	2.00	0.00	0.00	0.00	2.00
0399-0000-208730		0.00	0.50	0.00	0.00	0.00	0.50
0399-0000-208850		1,100.00	1,750.00	0.00	0.00	0.00	2,850.00
0399-0000-208860		755.65	961.96	0.00	0.00	0.00	1,717.61
0399.0000.208703		233.31	450.88	0.44	0.00	0.00	684.63
0399-0000-208415		7.71	9.86	0.00	0.00	0.00	17.57
0100-0000-207027		1,907.71	7,598.42	0.00	0.00	0.00	9,506.13
01.0100.0000.207017	DLQ FEE	1,289.86	1,794.06	13.29	0.00	0.00	3,097.21
0103690000370000	JUVENILE CASE MANAGER FUND	578.24	1,101.45	1.11	0.00	0.00	1,680.80
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	188.55	321.04	0.44	0.00	0.00	510.03
TOTALS :		33,274.83	63,397.67	650.00	0.00	0.00	97,322.50

Commissioners Court - Regular Session

10.

Meeting Date: 08/16/2016

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 (5) Dell Desktops and (3) Mice, (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Transfer

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/11/2016 10:46 AM

Williamson County

Asset Status Change Form

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

- | | |
|--|---|
| <input type="radio"/> TRANSFER between county departments | <input type="radio"/> DONATION to a non-county entity |
| <input checked="" type="radio"/> SALE at the earliest auction * | <input type="radio"/> DESTRUCTION due to Public Health / Safety |
| <input type="radio"/> TRADE-IN for new assets of similar type for the county | <input type="radio"/> 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	2008 Dell OptiPlex 740	S/N: D9BKM1	C02035	Working
1	2007 Dell OptiPlex 740	S/N: 1P3GZD1	N/A	Working
1	2008 Dell OptiPlex 740	S/N: 1P2MLH1	C02104	Working
1	2008 Dell OptiPlex 740	S/N: 5GKLG1	N/A	Working
1	2008 Dell OptiPlex 740	S/N: 2P2MLH1	C02097	Working

Parties involved: *3 mice* *N/A* *working*

FROM (Transferor Department): Tax Assessor/Collector

Transferor - Elected Official/Department Head/ Authorized Staff:

Contact Person:

Larry Gaddes

Judy Kocian

Print Name

Print Name

Signature

July 28, 2016

Date

+1 (512) 943-1954

Phone Number

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

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

Contact Person:

Tony Hill

Print Name

Print Name

Signature

Date

Phone Number

RECEIVED

JUL 29 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 _____

Commissioners Court - Regular Session

11.

Meeting Date: 08/16/2016

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 the disposal of (200) Inmate Mattresses through destruction (see attached list), pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Asset Transfer

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/11/2016 10:53 AM

Williamson County Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
200	Inmate Mattress	See Attached Report		Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:

FROM (Transferor Department): 570 Corrections

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

Contact Person:

LC Marshall

Lieutenant Chris Watts

Print Name

Print Name



7-28-16

+1 (512) 943-1689

Signature

Date Phone Number

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

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

Contact Person:

RECEIVED

Print Name

Print Name

AUG - 1 2016

Signature

Date Phone Number

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 _____



MEMORANDUM
Williamson County Sheriff's Office
Corrections

TO: Captain Pokluda
FROM: Lt. Christopher T. Watts
DATE: 07/26/2016
SUBJECT: Item for Destruction

The following items are for Auction:

We have 200 Inmate Mattress that cannot be fixed, the covers have been ripped and the stuffing has been torn into unsalvageable pieces.

Commissioners Court - Regular Session

12.

Meeting Date: 08/16/2016

Property Tax Collections – July 2016

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

[070116-073116 GWI-RFM](#)

[070116-073116 GWI-RFM Graph](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:04 AM

Started On: 08/10/2016 10:50 AM

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

Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	\$204,163,924.30	\$901,454.98	\$205,065,379.28	\$731,627.87	\$28,771.32	\$1.78	\$1,041,877.43	\$204,023,501.85	99.49%	99.72%	100.57%
2014 & Prior Rollbacks	\$2,213,448.47	(\$46,384.46)	\$2,167,064.01	\$11,874.33	\$5,436.61	\$4,259.48	\$1,415,989.44	\$751,074.57	34.66%	41.28%	
	\$467,800.60	\$882,418.53	\$1,350,219.13	\$34,351.62	\$0.00	\$0.00	\$499,204.68	\$851,014.45	63.03%	63.11%	
Total All	\$206,845,173.37	\$1,737,489.05	\$208,582,662.42	\$777,853.82	\$34,207.93	\$4,261.26	\$2,957,071.55	\$205,625,590.87	98.58%	98.87%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2015	\$18,321,214.20	\$88,193.84	\$18,409,408.04	\$62,783.23	\$2,599.42	\$0.15	\$92,795.78	\$18,316,612.26	99.50%	99.72%	100.52%
2014 & Prior Rollbacks	\$185,747.51	(\$3,003.94)	\$182,743.57	\$971.21	\$463.71	\$346.64	\$116,147.14	\$66,596.43	36.44%	43.31%	
	\$36,714.70	\$71,491.01	\$108,205.71	\$2,862.41	\$0.00	\$0.00	\$40,166.68	\$68,039.03	62.88%	62.95%	
Total All	\$18,543,676.41	\$156,680.91	\$18,700,357.32	\$66,616.85	\$3,063.13	\$346.79	\$249,109.60	\$18,451,247.72	98.67%	98.96%	

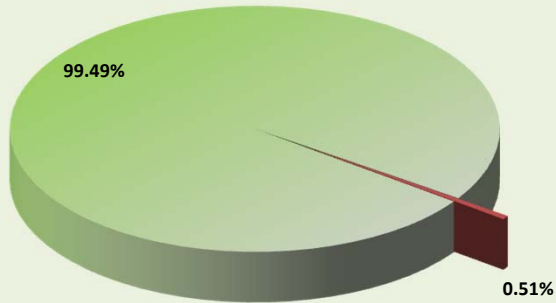
2015 COMBINED MONTHLY BREAKDOWN

Oct-15	\$225,388,849.78	\$80,717.03	\$225,469,566.81	\$7,127,961.53	\$34,984.09	\$2,027.23	\$218,339,578.05	\$7,129,988.76			
Nov-15	\$225,469,566.81	\$506,292.34	\$225,975,859.15	\$10,195,251.19	\$14,090.86	(\$4.83)	\$208,650,624.03	\$17,325,235.12			
Dec-15	\$225,975,859.15	\$620,621.99	\$226,596,481.14	\$123,598,479.10	\$14,658.66	\$386.50	\$85,672,380.42	\$140,924,100.72			
Jan-16	\$226,596,481.14	\$128,523.19	\$226,725,004.33	\$73,883,081.68	\$30,440.42	(\$72,206.75)	\$11,990,028.68	\$214,734,975.65			
Feb-16	\$226,725,004.33	\$123,530.29	\$226,848,534.62	\$3,864,857.47	\$188,159.85	\$2,862.11	\$8,245,839.39	\$218,602,695.23			
Mar-16	\$226,848,534.62	\$205,775.29	\$227,054,309.91	\$2,176,065.27	\$134,624.72	\$56,133.93	\$6,219,415.48	\$220,834,894.43			
Apr-16	\$227,054,309.91	\$93,451.38	\$227,147,761.29	\$654,001.07	\$67,106.72	\$109.13	\$5,658,756.66	\$221,489,004.63			
May-16	\$227,147,761.29	\$18,854.49	\$227,166,615.78	\$1,180,450.04	\$64,173.80	\$289.44	\$4,496,871.67	\$222,669,744.11			
Jun-16	\$227,166,615.78	\$113,675.56	\$227,280,291.34	\$556,878.39	\$74,116.15	\$1,137.37	\$4,052,531.47	\$223,227,759.87			
Jul-16	\$227,280,291.34	\$2,728.40	\$227,283,019.74	\$844,470.67	\$37,271.06	\$4,608.05	\$3,206,181.15	\$224,076,838.59			

**Year to Date Collection Report
October 1, 2015 - July 31, 2016**

■ YTD Collected ■ YTD Uncollected

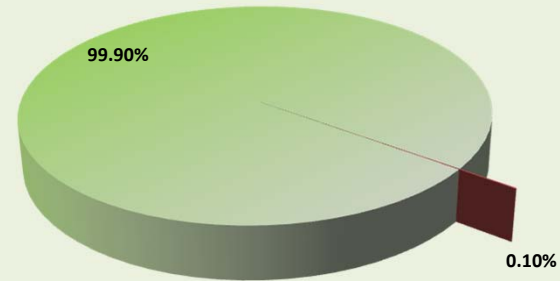
GWI



**Year to Date Collection Report
October 1, 2015 - July 31, 2016**

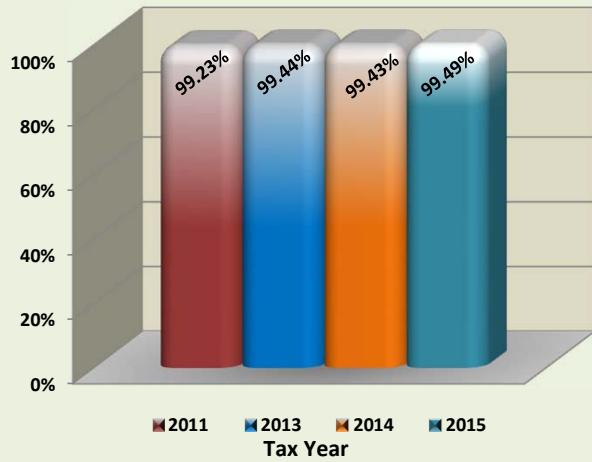
■ YTD Collected ■ YTD Uncollected

RFM



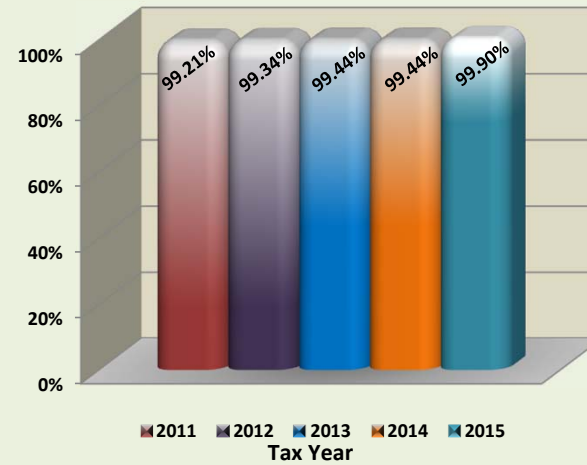
**Percent of Roll Collected Comparison
July 2012-2016**

GWI



**Percent of Roll Collected Comparison
July 2012-2016**

RFM



Commissioners Court - Regular Session

13.

Meeting Date: 08/16/2016

Property Tax Refunds – Over 2500 – July 2016

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

070116-073116 Refunds Over 2500

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sandra Surratt

Final Approval Date: 08/10/2016

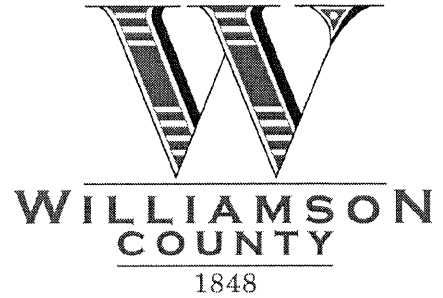
Reviewed By

Rebecca Clemons

Date

08/10/2016 11:04 AM

Started On: 08/10/2016 10:58 AM



Date: August 9, 2016
To: Members of the Commissioners Court
From: Deborah M. Hunt, CTA
Subject: Property Tax Refunds

Deborah M Hunt, C T A
Tax Assessor Collector

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

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

Thank you.



WILLIAMSON COUNTY

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

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

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

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

Property Tax
Account QuickReport
As of July 31, 2016

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Refunds Payable - Taxpayers				
07/04/2016	58674	WADE, DARREN A & ROSE M	R478551 - Escrow Refund	-2,696.76
07/13/2016	58706	JOSEPH YURKOVICH	R457621 - Escrow Refund	-4,482.31
07/13/2016	58709	PARTNERS PHARMACY	P481889 - Overpayment	-2,766.57
07/19/2016	59307	PGP TITLE, INC	R039474 - Overpayment	-14,762.54
07/29/2016	59501	WES PEOPLES HOMES, LLC	R521794 & R521737 - Double payments	-3,142.36
Total Refunds Payable - Taxpayers				<u>-27,850.54</u>
TOTAL				<u><u>-27,850.54</u></u>

Commissioners Court - Regular Session

14.

Meeting Date: 08/16/2016

ESD 8 Appointment of Ira Wood

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Ira (Trey) Wood to the Georgetown ESD #8 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2017.

Background

Ira (Trey) Wood will fill the open position left by Winn Wilmoth. Candidate was interviewed by Judge Gattis and Commissioner Covey. Application is available on request.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/08/2016 02:38 PM

Commissioners Court - Regular Session

15.

Meeting Date: 08/16/2016

ESD 8 Appointment of Troy Dalton

Submitted For: Valerie Covey

Submitted By: Debra Babcock, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Troy Dalton to the Georgetown ESD #8 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2016.

Background

Troy Dalton will fill the open position left by Ralph Nayman. Application is available on request. Candidate was interviewed by Judge Gattis and Commissioner Covey.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Debra Babcock

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/08/2016 03:10 PM

Commissioners Court - Regular Session

16.

Meeting Date: 08/16/2016

Diamond Survey Work Authorization 5 Southwest Williamson County Reginal Park

Submitted For: Robert Daigh

Submitted By: Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Work Authorization No. 5 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated Feb 18, 2015 for boundary identification at Southwest Williamson County Reginal Park.

Background

Fiscal Impact

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

Attachments

Diamond Survey - WA#5 - SW Reginal Park – FACILITIES

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sarah Ramos

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:04 AM

Started On: 08/09/2016 09:04 AM

WORK AUTHORIZATION NO. 5

PROJECT: Boundary Identification at Southwest Williamson County Regional Park

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **DIAMOND SURVEYING, INC.** (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying 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 **\$13,600.00.**

Part 3. Payment to the Surveyor 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 **September 30, 2016.** The Surveying 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. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization 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 Surveyor 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 Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

SURVEYOR:

DIAMOND SURVEYING, INC

COUNTY:

Williamson County, Texas

By: 
Signature

By: _____
Signature

SHANE SHAFER
Printed Name

Printed Name

PRES.
Title

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A
Services to be Provided by County

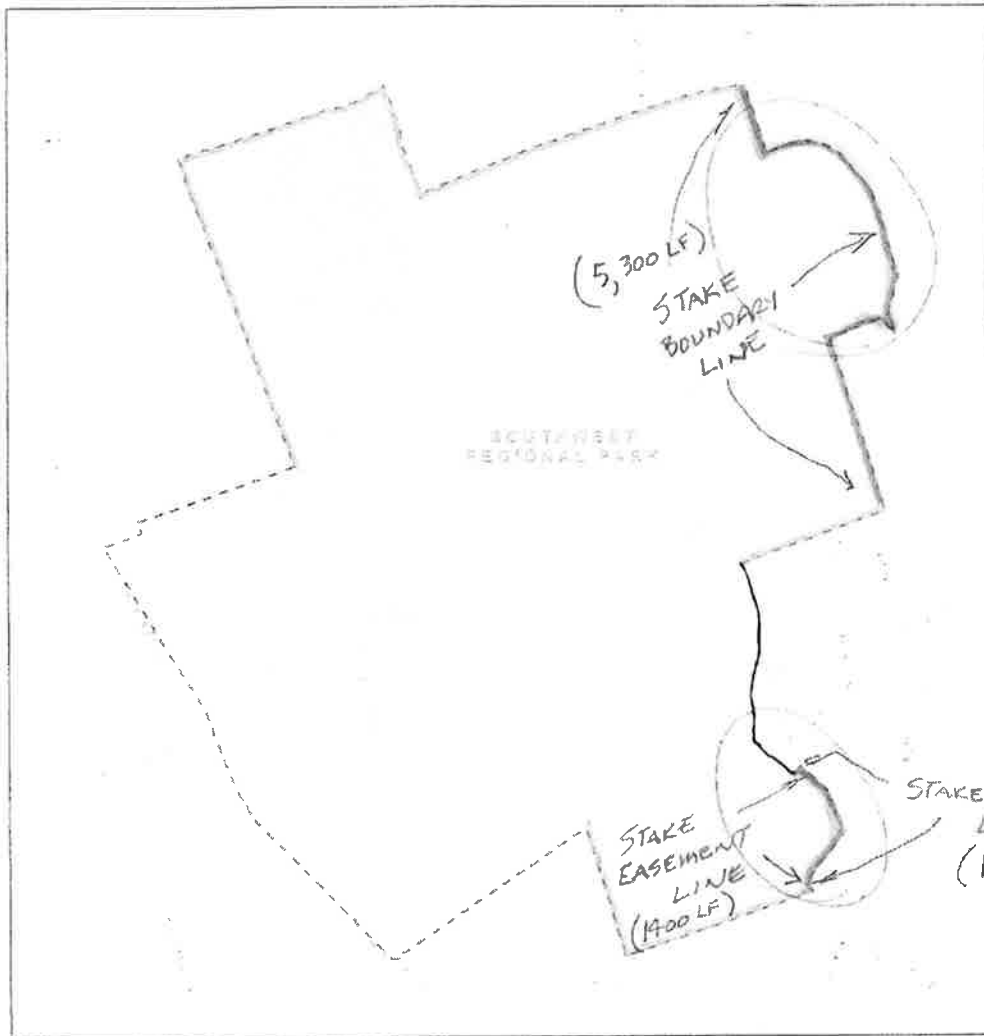
- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- C. Provide a single point of contact, to be identified upon Notice to Proceed.
- D. Provide aluminum caps for iron rods.

Attachment B
Services to be Provided by Surveyor

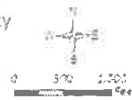
Provide on-the-ground survey to mark and monument the boundary lines along easterly portions of the Southwest Williamson County Regional Park as shown on attached map, approximately 8,100 linear feet, approximately 82 pins to be found or set.

1. Perform office work to prepare a field pack for survey crew use to locate the boundary pins as called for in deeds.
2. Perform field work to locate and verify the location of boundary pins as called for.
3. Perform office calculations based on the field survey data to confirm that boundary pins have been properly found and location confirmed.
4. Calculate coordinates for resetting any missing pins. Prepare field pack for pin setting.
5. Perform field work to set missing boundary deed corner pins and set survey pins at 100' intervals and flag boundary lines in detail through brushy areas.

NOTE: THIS SCOPE DOES NOT INCLUDE ANY DRAWINGS OF SURVEY— THIS IS FIELD WORK ONLY.






Hazardous Fuels Reduction In Williamson County
 Southwest Regional Park
 Williamson County



Project Area



Legend

-  Park Boundary
-  Project Area
-  Park Area

Proposed Project Area

Attachment C
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Survey items Number 1-5 listed in Attachment B are anticipated to be completed and delivered within 4 weeks of Authorization to Proceed.

Attachment D

Fee Schedule

Diamond Surveying, Inc.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100

STANDARD RATE SCHEDULE

Effective January 1, 2010, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor	\$120.00 per hour
R.P.L.S. as expert witness	\$165.00 per hour
Project Surveyor	\$100.00 per hour
GPS Processor	\$100.00 per hour
Survey Technician	\$ 95.00 per hour
Secretary	\$ 60.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party	\$110.00 per hour
2-Man Field Party	\$140.00 per hour
3-Man Field Party	\$160.00 per hour
4-Man Field Party	\$180.00 per hour

Charges for special equipment:

GPS Field Base Unit with Rover (R.T.K.)	\$80.00 per hour
Additional Rover (R.T.K.)	\$70.00 per hour
GPS Field Base Unit for Static Session	\$70.00 per hour
Robotic Total Station with Rover	\$80.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

Schedule B Item No. 1:	Classification	Quantity	Units	Unit Rate	Subtotal
Perform office work to prepare a field pack for survey crew use to locate the boundary pins as called for in deeds.	Project Surveyor	16	Hours	\$100.00	\$1600.00
Schedule B Item No. 2:	3 Man Field Crew	20	Hours	\$160.00	\$3200.00
Perform field work to locate and verify the location of boundary pins as called for.					
Schedule B Item No. 3:	Project Surveyor	8	Hours	\$100.00	\$800.00
Perform office calculations based on the field survey data to confirm that boundary pins have been properly found and location confirmed.					
Schedule B Item No. 4:	Project Surveyor	8	Hours	\$100.00	\$800.00
Calculate coordinates for resetting any missing pins. Prepare field pack for pin setting.					
Schedule B Item No. 5:	3 Man Field Crew	45	Hours	\$160.00	\$7200.00
Perform field work to set missing boundary deed corner pins and set survey pins at 100' intervals and flag boundary lines in detail through brushy areas.					

Total	\$13,600.00
--------------	--------------------

Commissioners Court - Regular Session

17.

Meeting Date: 08/16/2016

Discuss consider and take appropriate action on approval of the final plat for the Highlands at Mayfield Ranch Section 5 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 Highlands at Mayfield Ranch Section 5 subdivision - Pct 3.

Background

This is the next section of the Highlands at Mayfield Ranch development. It consists of 54 single family lots and 3,211 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

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

Attachments

Highlands at Mayfield Ranch Section 5

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Katheryn Cromwell

Final Approval Date: 08/10/2016

Reviewed By

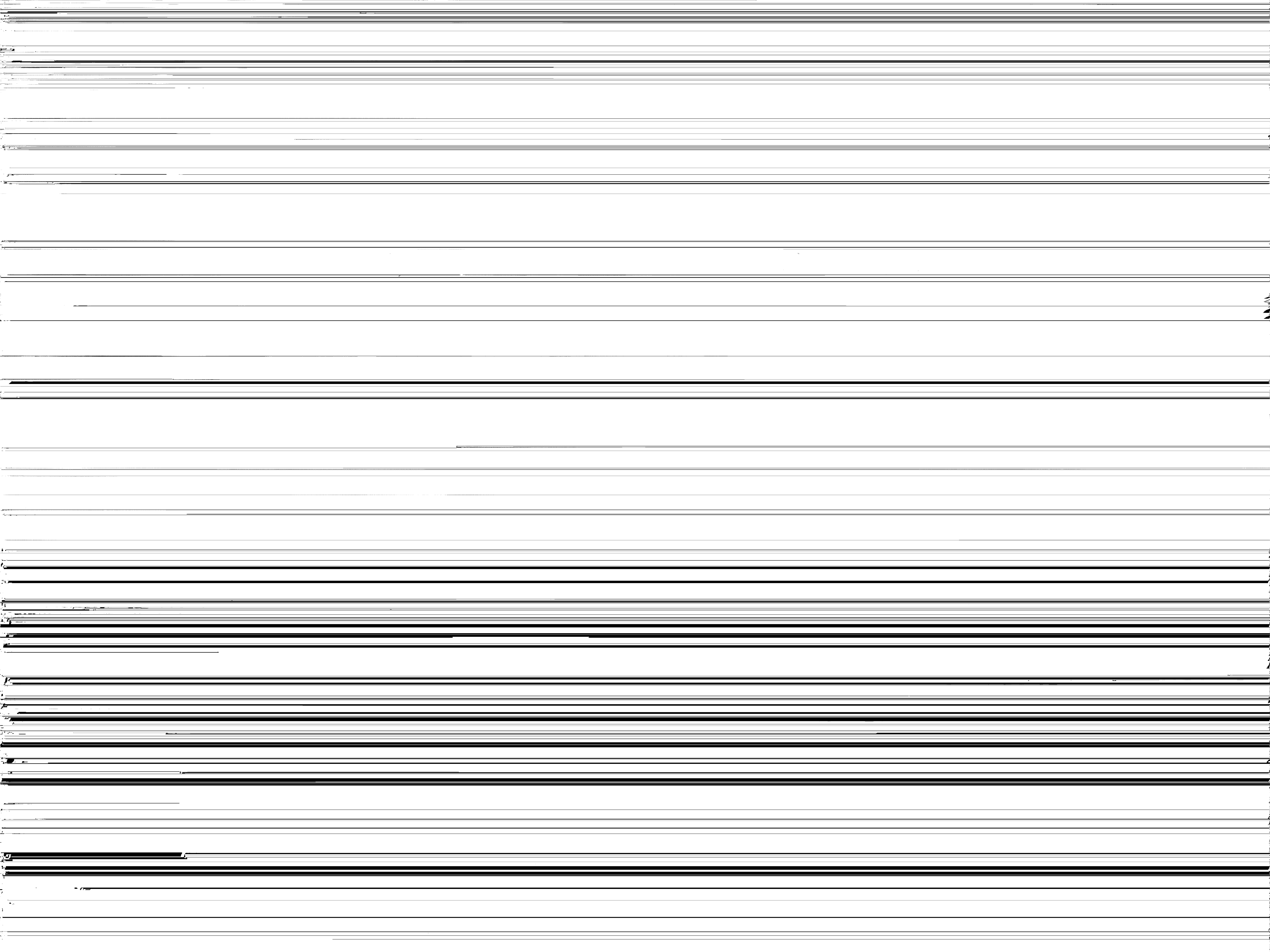
Rebecca Clemons

Date

08/10/2016 11:03 AM

Started On: 08/08/2016 02:09 PM





Commissioners Court - Regular Session

18.

Meeting Date: 08/16/2016

WCEMS Overdose Awareness Proclamation

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 on approving the proclamation for Williamson County EMS proclaiming the inaugural Overdose Awareness Day in Williamson County.

Background

We have partnered with Life Steps, Round Rock PD, and the Mobile Outreach Team for the inaugural Overdose Awareness Day on August 20, 2016 as a free public event at the Round Rock Police Department parking garage. This be a memorial balloon release as a day to remember those who were lost, who are struggling, and who are in recovery.

Fiscal Impact

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

Attachments

[WCEMS Overdose Awareness Proclamation](#)

Form Review

Inbox

County Judge Exec Asst.

Kenny Schnell (Originator)

Form Started By: Kenny Schnell

Final Approval Date: 07/27/2016

Reviewed By

Rebecca Clemons

Kenny Schnell

Date

07/27/2016 11:07 AM

07/27/2016 11:16 AM

Started On: 07/27/2016 10:42 AM

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

That on the 16th day of August, 2016 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse with the following members present:

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

PROCLAMATION

WHEREAS, since 2001, the international community has come to together in late August to commemorate family members, friends, and fellow citizens who have passed away due to drug overdose; and

WHEREAS, Williamson County will hold its inaugural Overdose Awareness Day on August 20, 2016 and will host a day to remember those who were lost, who are struggling, and who are in recovery; and

WHEREAS, Overdose Awareness Day is committed to providing a platform to acknowledge the grief felt by families and friends who have lost loved ones to overdose and to raise awareness that the tragedy of overdose-related death is preventable; and

WHEREAS, drug overdose knows no limits; it does recognize victims' race, religion, socio-economic status, or family ties; anyone can battle drug addiction and face a possible overdose; but, recognizing overdose warning signs enables and empowers families and friends to prevent overdose-related death by calling for help; and

WHEREAS, members of the community and organizations associated with drug abuse prevention and aid will work to remove the stigma associated with overdose-related deaths and reinforce the belief that no one should feel shame or disgrace due to an overdose-related death of a loved one; and

WHEREAS, organization such as LifeSteps Council on Alcohol and Drugs, Round Rock Police Department, Texas Overdose Naloxone Initiative, Williamson County Emergency Medical Services and Mobile Outreach Team strive daily to make overdose and overdose-related deaths a thing of the past; now, therefore be it

PROCLAIMED, that the Williamson County Commissioners Court declares August 20, 2016
as

Overdose Awareness Day

in Williamson County, Texas and ask residents to remember those who were lost, those who are struggling, and those who are in recovery.

Dan Gattis, County Judge

Nancy Rister, County Clerk

Commissioners Court - Regular Session

19.

Meeting Date: 08/16/2016

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

Submitted For: Robert Daigh

Submitted By: Lydia Linden, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 07/13/2016

Reviewed By

Rebecca Clemons

Date

07/13/2016 03:39 PM

Started On: 07/11/2016 01:56 PM

Commissioners Court - Regular Session

20.

Meeting Date: 08/16/2016

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

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

Attachments

August 2016 CSR

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Dawn Haggard

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/11/2016 11:29 AM



ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

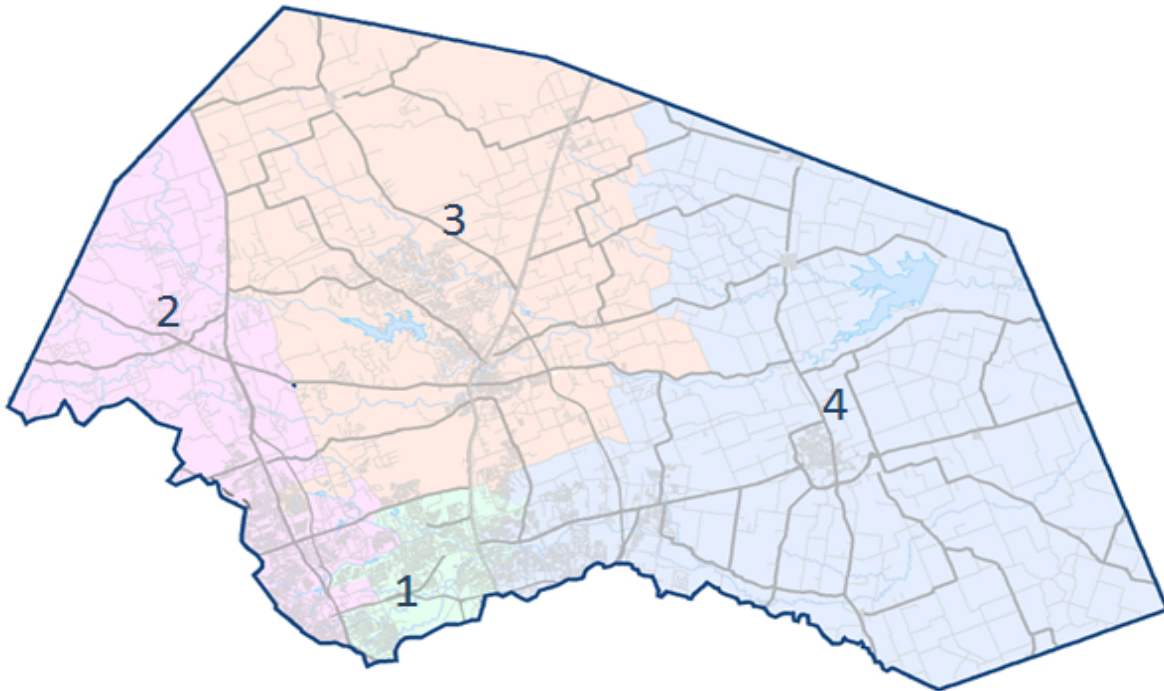
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

August 2016

WWW.ROADBOND.ORG

Volume XV - Issue No.08



Presented By:



PRIME
STRATEGIES,
INC.



Table of Contents



Completed Projects..... 1

PRECINCT No. 1 – Commissioner Lisa Birkman..... 4

RM 620 Safety Improvements (Cornerwood Dr. to Wyoming Springs Dr.) 6

PRECINCT No. 2 – Commissioner Cynthia Long 8

Lakeline Blvd. Extension Phase 2 (RM 2243 to Old Quarry Rd.)..... 10

CR 258 (Sunset Ridge to Ronald Reagan Blvd) 11

PRECINCT No. 3 – Commissioner Valerie Covey 13

IH 35 Northbound Frontage Road (Westinghouse to SH 29)..... 15

CR 245 (North of FM 2338) 18

IH 35 NBFR Driveway (RM 2243) 19

Southwest Bypass Driveways (RM 2243 & IH 35) 20

Arterial H Ph 1(Sam Bass Road to existing Arterial H) 22

Right Turn Lanes (RM 2243 at Escalera and SH 29 at Cedar Hollow) 24

PRECINCT No. 4 – Commissioner Ron Morrison..... 26

CR 170 (South of SH 45 to North of Pflugerville Parkway)..... 28

Multi Site Traffic Signals (CR 110/Westinghouse & Gattis School/Winterfield) .. 30

Bill Pickett Trail (East Williamosn County Event Center Accrss Rd)..... 32

WILLIAMSON COUNTY

ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 1

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

Precinct 2

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

WILLIAMSON COUNTY

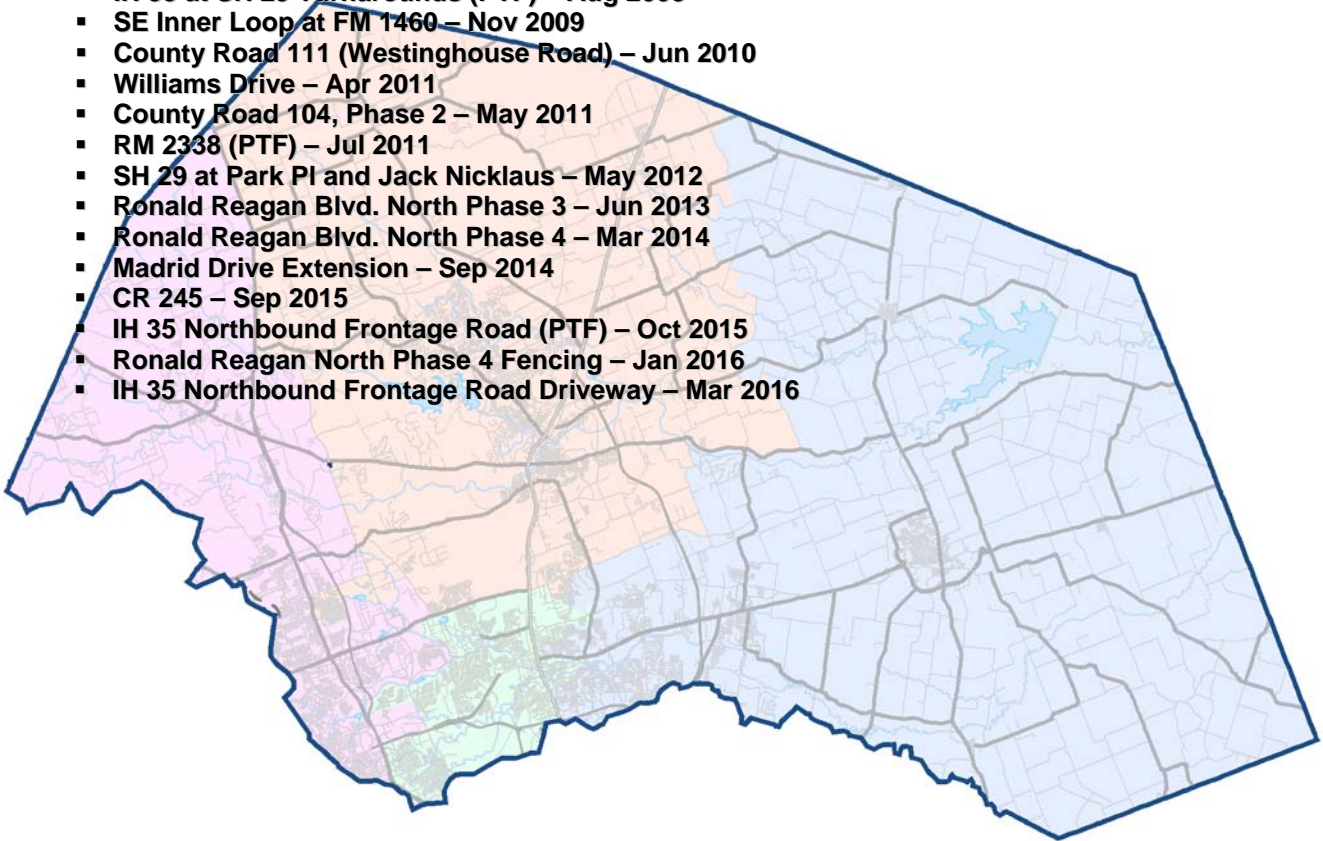
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop Project 2 – Jun 2004
- Georgetown Inner Loop East Extension – Aug 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway – Mar 2016



WILLIAMSON COUNTY

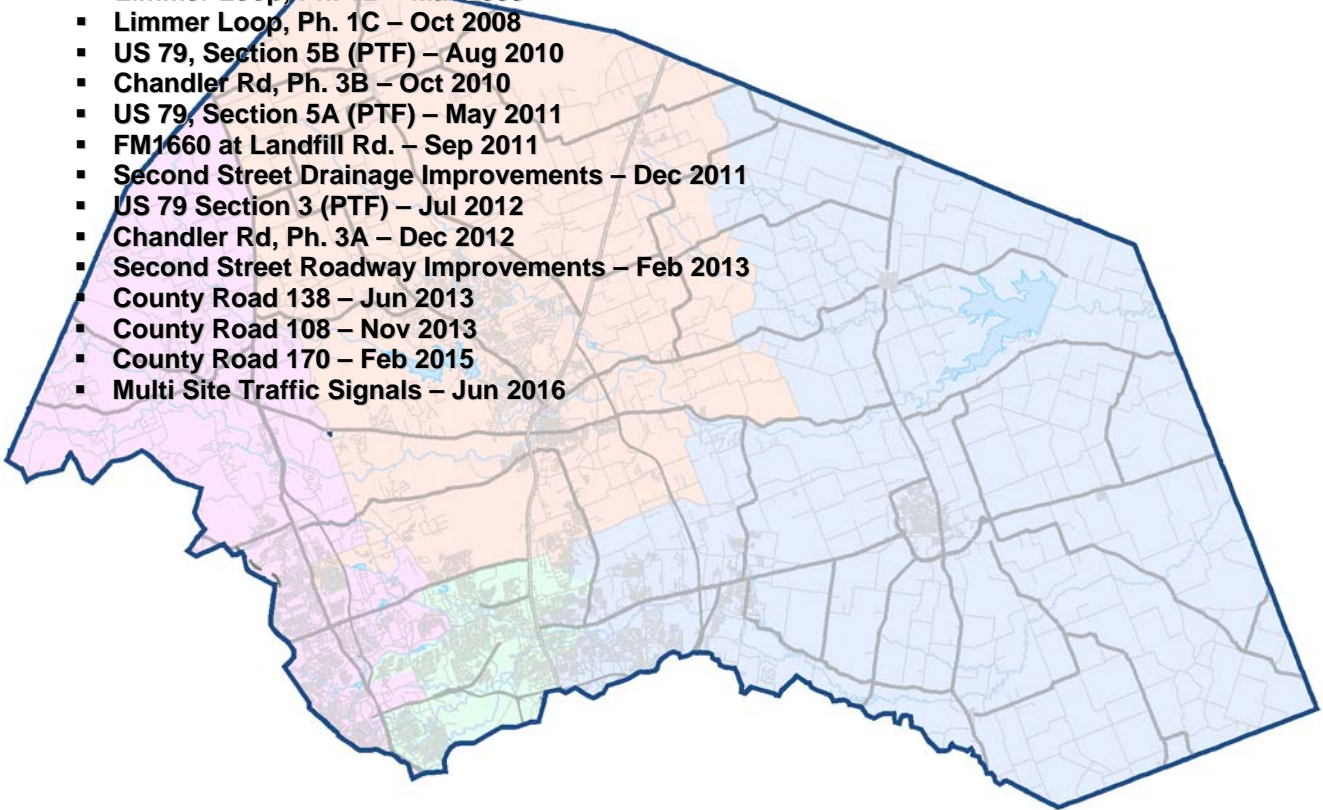
ROAD BOND PROGRAM

COMPLETED PROJECTS

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

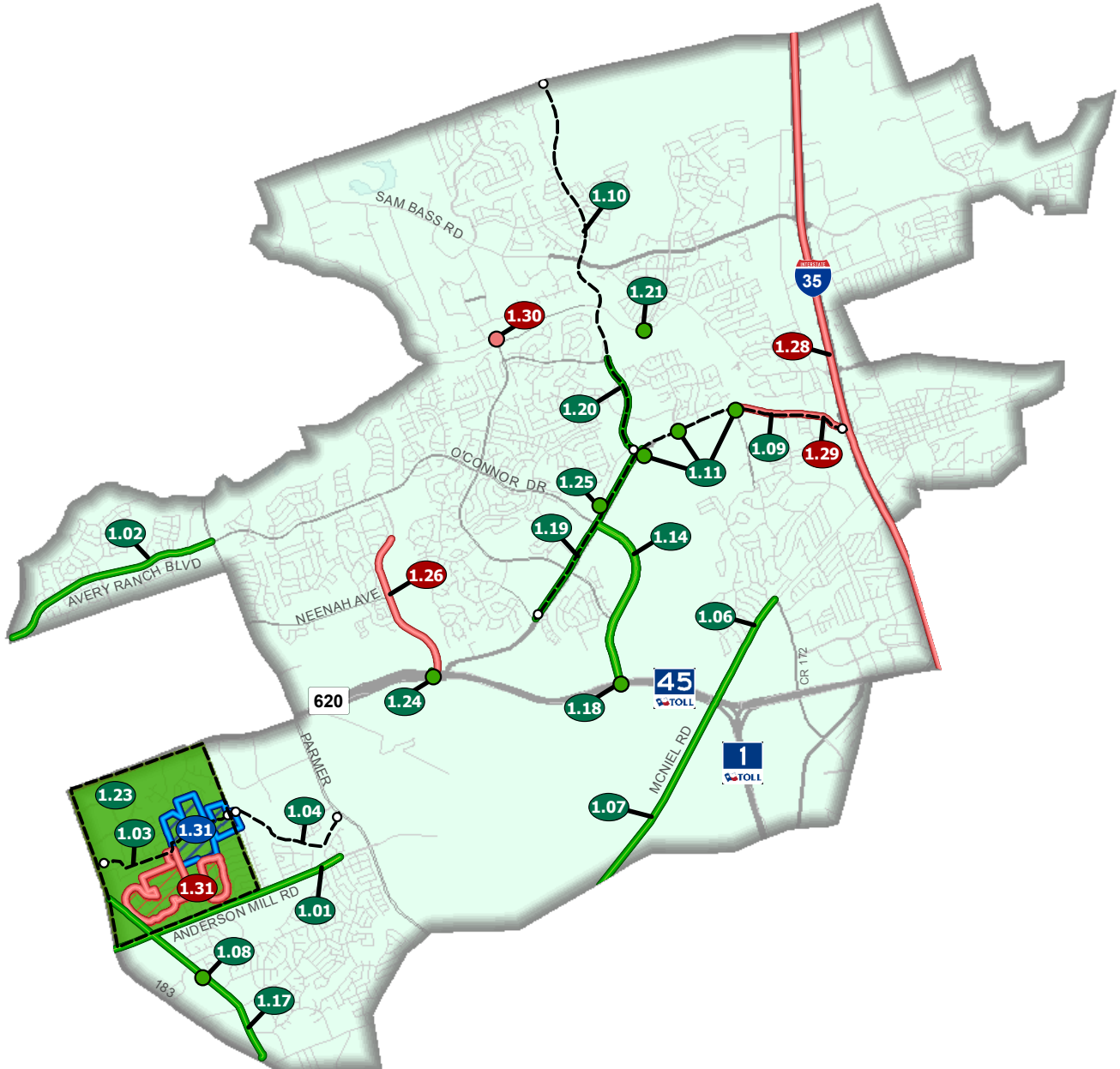
Precinct 4

- Bridge Replacements (CR 390, 406 & 427) – Nov 2002
- County Road 412 – Aug 2003
- County Road 368 and 369 – Nov 2002
- County Road 300 and 301 – Dec 2003
- County Road 424 Bridge Replacement – Jan 2004
- Chandler Rd. Extension, Ph. 1 – Mar 2005
- County Road 112, Ph. 1 – Aug 2005
- County Road 137 – Oct 2005
- Limmer Loop, Ph. 1A – Jul 2006
- Chandler Rd, Ph. 2 – Dec 2007
- Limmer Loop, Ph. 1B – Mar 2008
- Limmer Loop, Ph. 1C – Oct 2008
- US 79, Section 5B (PTF) – Aug 2010
- Chandler Rd, Ph. 3B – Oct 2010
- US 79, Section 5A (PTF) – May 2011
- FM1660 at Landfill Rd. – Sep 2011
- Second Street Drainage Improvements – Dec 2011
- US 79 Section 3 (PTF) – Jul 2012
- Chandler Rd, Ph. 3A – Dec 2012
- Second Street Roadway Improvements – Feb 2013
- County Road 138 – Jun 2013
- County Road 108 – Nov 2013
- County Road 170 – Feb 2015
- Multi Site Traffic Signals – Jun 2016



2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 1 - COMMISSIONER BIRKMAN



Completed/Open to Traffic

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

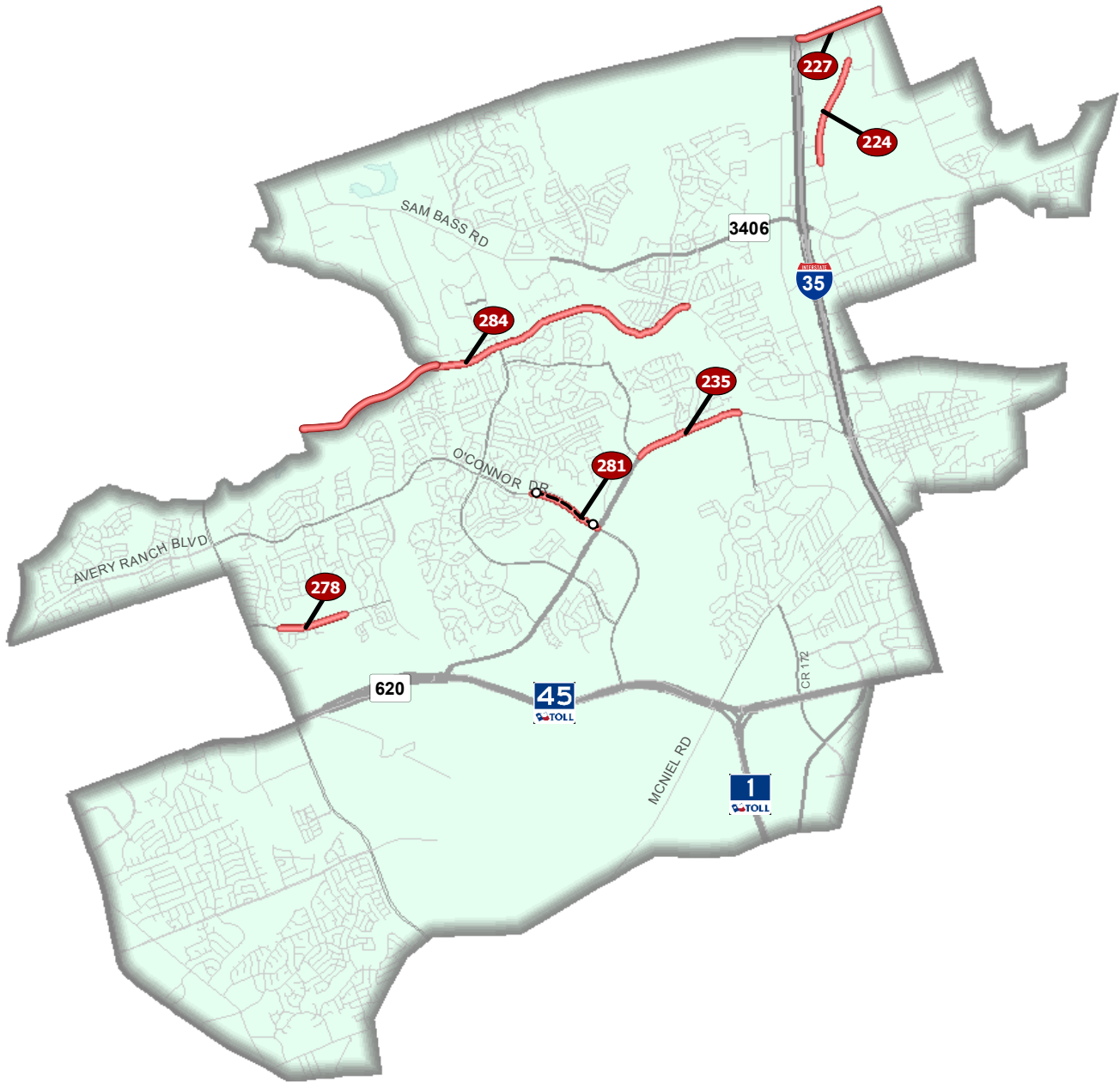
Under Construction/Bidding

- 1.31 Forest North Drainage Improvements - Phase 1

In Design

- 1.26 Pearson Ranch Road
- 1.28 IH 35 Operational Analysis
- 1.29 RM 620 (IH 35 to Deep Wood Dr.)
- 1.30 Great Oaks at Brushy Creek
- 1.31 Forest North Drainage Improvements - Phase 2

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 1 - COMMISSIONER BIRKMAN



In Design

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

**RM 620 Safety Improvements (Cornerwood to Wyoming Springs)
Project No. 12IFB00036**

Original Contract Price = \$11,281,112.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/17/2012	12/4/2012	2/4/2013	2/7/2013	12/4/2014		587	62	649
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>% (\$) Used</u>	<u>% Time Used</u>	
1	2/11/2013	2/28/2013	10	\$480,434.00	\$480,434.00	4	2	
2	3/1/2013	3/31/2013	31	\$282,266.70	\$762,700.70	6	6	
3	4/1/2013	4/30/2013	30	\$653,237.30	\$1,415,938.00	12	11	
4	5/1/2013	5/31/2013	31	\$719,137.75	\$2,135,075.75	18	16	
5	6/1/2013	6/30/2013	30	\$745,487.08	\$2,880,562.83	24	20	
6	7/1/2013	7/31/2013	31	\$408,509.40	\$3,289,072.23	28	25	
7	8/1/2013	8/31/2013	31	\$424,063.01	\$3,713,135.24	31	30	
8	9/1/2013	9/30/2013	30	\$360,790.23	\$4,073,925.47	34	35	
9	10/1/2013	10/31/2013	31	\$828,037.80	\$4,901,963.27	41	39	
10	11/1/2013	11/30/2013	30	\$402,459.60	\$5,304,422.87	45	44	
11	12/1/2013	12/31/2013	31	\$232,615.66	\$5,537,038.53	47	49	
12	1/1/2014	1/31/2014	31	\$416,070.79	\$5,953,109.32	50	53	
13	2/1/2014	2/28/2014	28	\$381,427.58	\$6,334,536.90	54	58	
14	3/1/2014	3/31/2014	31	\$446,512.67	\$6,781,049.57	57	63	
15	4/1/2014	4/30/2014	30	\$345,178.65	\$7,126,228.22	60	67	
16	5/1/2014	5/31/2014	31	\$449,466.57	\$7,575,694.79	64	72	
17	6/1/2014	6/30/2014	30	\$478,909.98	\$8,054,604.77	68	77	
18	7/1/2014	7/31/2014	31	\$271,988.48	\$8,326,593.25	70	81	
19	8/1/2014	8/31/2014	31	\$806,486.83	\$9,133,080.08	77	86	
20	9/1/2014	9/30/2014	30	\$692,296.92	\$9,825,377.00	83	91	
21	10/1/2014	10/31/2014	31	\$1,378,396.96	\$11,203,773.96	95	96	
22	11/1/2014	11/30/2014	30	\$159,808.69	\$11,363,582.65	96	100	
23	12/1/2014	12/31/2014	4	\$51,645.63	\$11,415,228.28	96	101	
24	1/1/2015	1/30/2015	0	\$195,116.44	\$11,610,344.72	98	101	
25	2/1/2015	2/28/2015	0	\$21,727.30	\$11,632,072.02	98	101	
26	3/1/2015	3/31/2015	0	\$29,302.50	\$11,661,374.52	99	101	
27	7/1/2015	7/31/2015	0	\$75,259.28	\$11,736,633.80	99	101	
28	8/1/2015	8/31/2015	0	\$18,005.50	\$11,754,639.30	99	101	
29	9/1/2015	9/30/2015	0	\$59,766.33	\$11,814,405.63	100	101	
30	10/1/2015	10/31/2015	0	\$21,450.00	\$11,835,855.63	100	101	

7/29/2016 Comments - The GEC has received all final liens and is preparing Acceptance

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

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

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

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

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

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

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

1B: Design Error or Omission. Other. This Change Order adds additional Contract quantities and new Contract items for the addition of MBGF at Culvert G in response to concerns regarding safety and the removal of MBGF at the funeral home driveway to address sight distance. Two new Contract items were also added to address connections of existing storm sewers into the new storm system and modification of four curb inlets. 3L: County Convenience. Public relations improvement. This Change Order adds new Contract items for business access signs and a temporary pedestrian signal at the Great Oaks intersection. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a new Contract item to modify Inlets L2 and L4 to clear the existing AT&T duct bank. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds new Contract items and adjusts existing items for revisions to various items of work. This Change Order also adds 39 days for the delay due to the discovery and mitigation of the karst feature.

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

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

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

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

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






2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 2A: Differing Site Conditions. Dispute resolution (expense caused by conditions and/or resulting delay). This Change Order also adds time for additional work documented on previous Change Orders 2, 4, 6 and also adds two months of barricades and traffic handling. 3M: County Convenience. Other. Assessment of liquidated damages for late achievement of Substantial Completion. This Change Order adds 23 days to the project.

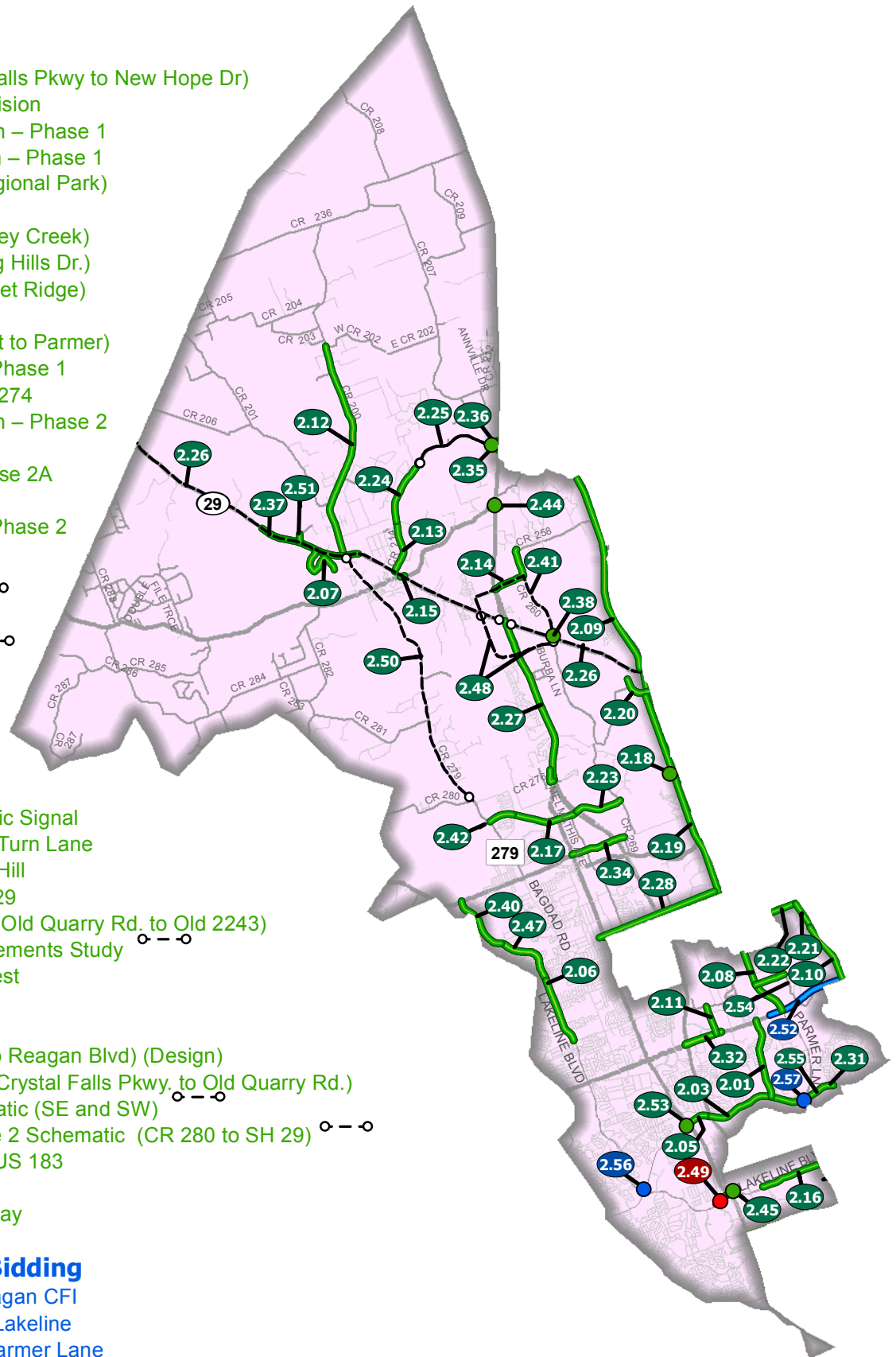
Adjusted Price = \$11,835,855.63

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG

Completed/Open to Traffic

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



Under Construction / Bidding

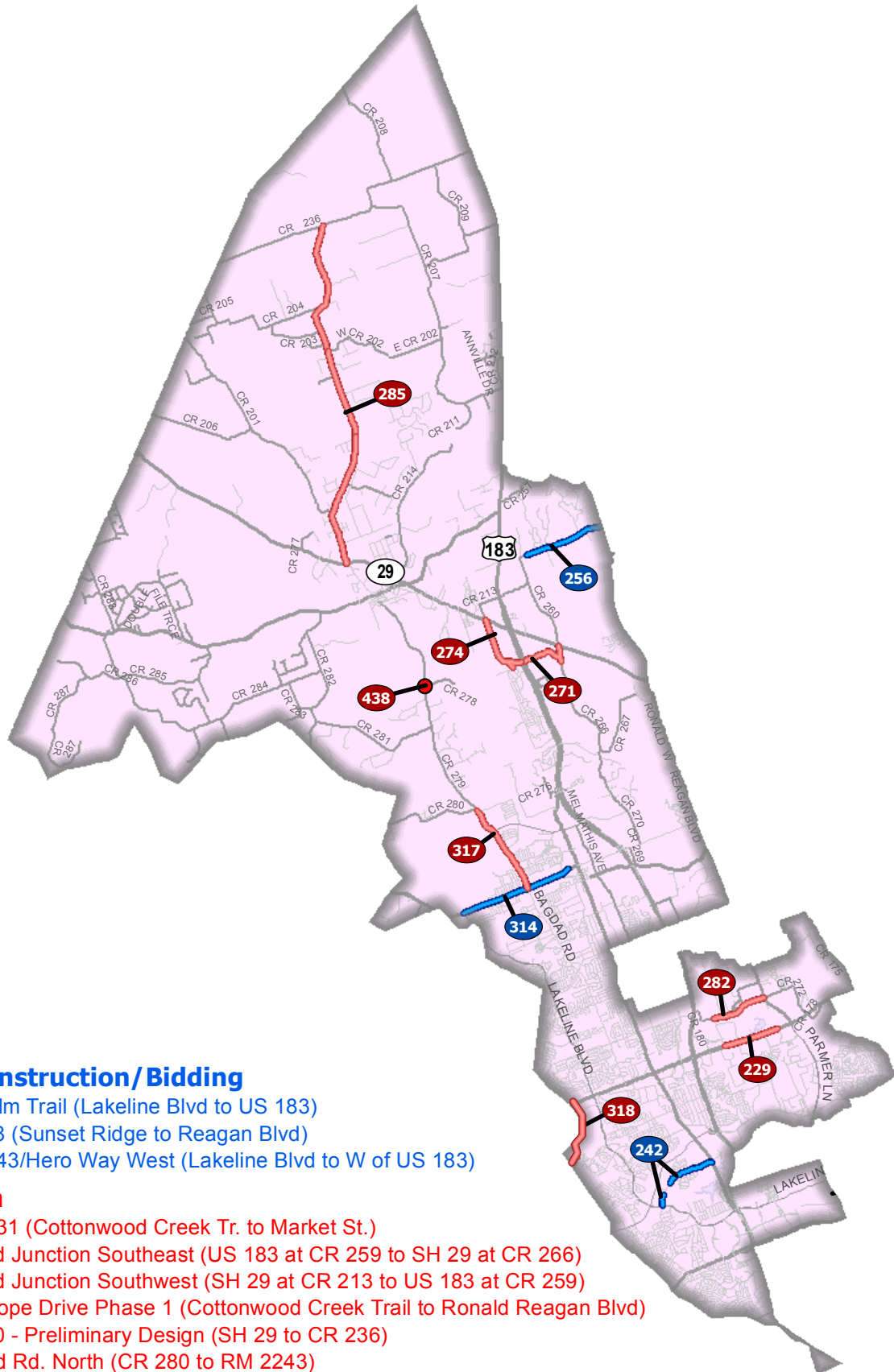
- 2.52 RM 1431 at Parmer/ Reagan CFI
- 2.56 Cypress Creek Road at Lakeline
- 2.57 Brushy Creek Road at Parmer Lane

In Design

- 2.49 Lakeline Blvd. Right Turn Lanes

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 2 - COMMISSIONER LONG



Under Construction/Bidding

- 242 Little Elm Trail (Lakeline Blvd to US 183)
- 256 CR 258 (Sunset Ridge to Reagan Blvd)
- 314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)

In Design

- 229 RM 1431 (Cottonwood Creek Tr. to Market St.)
- 271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
- 274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
- 282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
- 285 CR 200 - Preliminary Design (SH 29 to CR 236)
- 317 Bagdad Rd. North (CR 280 to RM 2243)
- 318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)
- 438 Bagdad Road at CR 278

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

Original Contract Price = \$2,768,985.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
1/8/2014	2/11/2014	3/7/2014	3/17/2014	4/17/2015		270	100	370	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	3/17/2014	3/31/2014	15	\$136,125.90	\$136,125.90	\$15,125.10	\$15,125.10	6	4
2	4/1/2014	4/30/2014	30	\$91,162.13	\$227,288.03	\$10,129.13	\$25,254.23	9	12
3	5/1/2014	5/31/2014	31	\$66,405.38	\$293,693.41	\$7,378.37	\$32,632.60	12	21
4	6/1/2014	6/30/2014	30	\$88,458.87	\$382,152.28	\$9,828.76	\$42,461.36	15	29
5	7/1/2014	7/31/2014	31	\$198,727.68	\$580,879.96	\$22,080.86	\$64,542.22	24	37
6	8/1/2014	8/31/2014	31	\$198,526.25	\$779,406.21	\$22,058.47	\$86,600.69	32	45
7	9/1/2014	9/30/2014	30	\$173,373.75	\$952,779.96	\$19,263.75	\$105,864.44	39	54
8	10/1/2014	10/31/2014	31	\$232,433.64	\$1,185,213.60	\$25,825.96	\$131,690.40	48	62
9	11/1/2014	11/30/2014	30	\$553,168.36	\$1,738,381.96	-\$40,196.61	\$91,493.79	67	70
10	12/1/2014	12/31/2014	31	\$138,144.25	\$1,876,526.21	\$7,270.75	\$98,764.54	72	78
11	1/1/2015	1/31/2015	31	\$283,931.25	\$2,160,457.46	\$14,943.75	\$113,708.29	83	87
12	2/1/2015	2/28/2015	28	\$51,543.20	\$2,212,000.66	\$2,712.80	\$116,421.09	85	94
13	4/1/2015	4/30/2015	27	\$260,193.60	\$2,472,194.26	\$13,694.40	\$130,115.49	95	102
14	5/1/2015	5/31/2015	0	\$111,980.36	\$2,584,174.62	\$5,893.90	\$136,009.39	99	102
15	8/1/2015	8/31/2015	0	\$24,787.97	\$2,608,962.59	\$1,304.63	\$137,314.02	100	102
16	10/1/2015	10/31/2015	0	\$7,207.17	\$2,616,169.76	\$379.33	\$137,693.35	100	102
17	11/1/2015	5/31/2016	0	\$127,967.55	\$2,744,137.31	-\$137,693.35	\$0.00	100	102

7/29/2016 Comments - The Certificate of Acceptance is being processed.

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

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

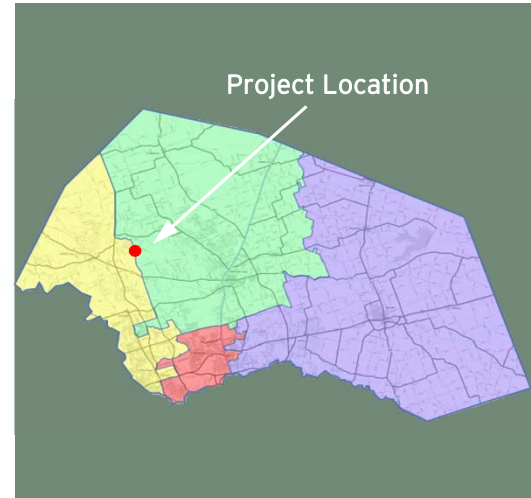
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
02	9/1/2015	18,766.35	13,290.27

3M: County Convenience. Other. As required by Item 3268, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project. 3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for additional small signs and object markers to be installed along the roadway. This Change Order adds 20 days to the Contract time.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
03	3/22/2016	-38,138.06	-24,847.79

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order provides for balancing the overrun/underrun of Contract Quantities for the Project as a result of addressing field conditions not accounted for in the original plan quantities. This Change Order adds 80 days to the Contract time.

Adjusted Price = \$2,744,137.31



CR 258
 (Sunset Ridge to Ronald Reagan Blvd.)

Project Length: 1.75 Miles
 Roadway Classification: Suburban Collector

Project Schedule: June 2016 - July 2017
 Estimated Construction Cost: \$5.8 Million



JULY 2016 IN REVIEW

7/08/2016: Utility relocations are ongoing (PEC and AT&T). Chasco Constructors set perimeter barricades and are setting out erosion control stakes.

7/15/2016: Utility relocations are ongoing (PEC and AT&T). Chasco began clearing the ROW and subcontractor Matoka began setting erosion control devices.

7/22/2016: Utility relocations are ongoing (PEC and AT&T). Chasco continues clearing the ROW, stripping topsoil and potholing existing utilities.

7/29/2016: Utility relocations are ongoing (PEC and AT&T). Chasco is excavating to subgrade for the proposed eastbound lanes between Private Road 907 to just west of Culvert 1. The Contractor is placing embankment at Culvert 1. Subcontractor Austin Wood Recycling is grinding the brush piles and subcontractor Matoka is onsite installing silt fence along the ROW. NTP will be issued on 7/29/16 with time charges beginning 8/8/16.



Design Engineer: Civil Engineering Consultants/Cobb Fendley
 Contractor: Chasco Constructors
 Construction Observation: Steven Shull, HNTB

Williamson County
 Road Bond Program



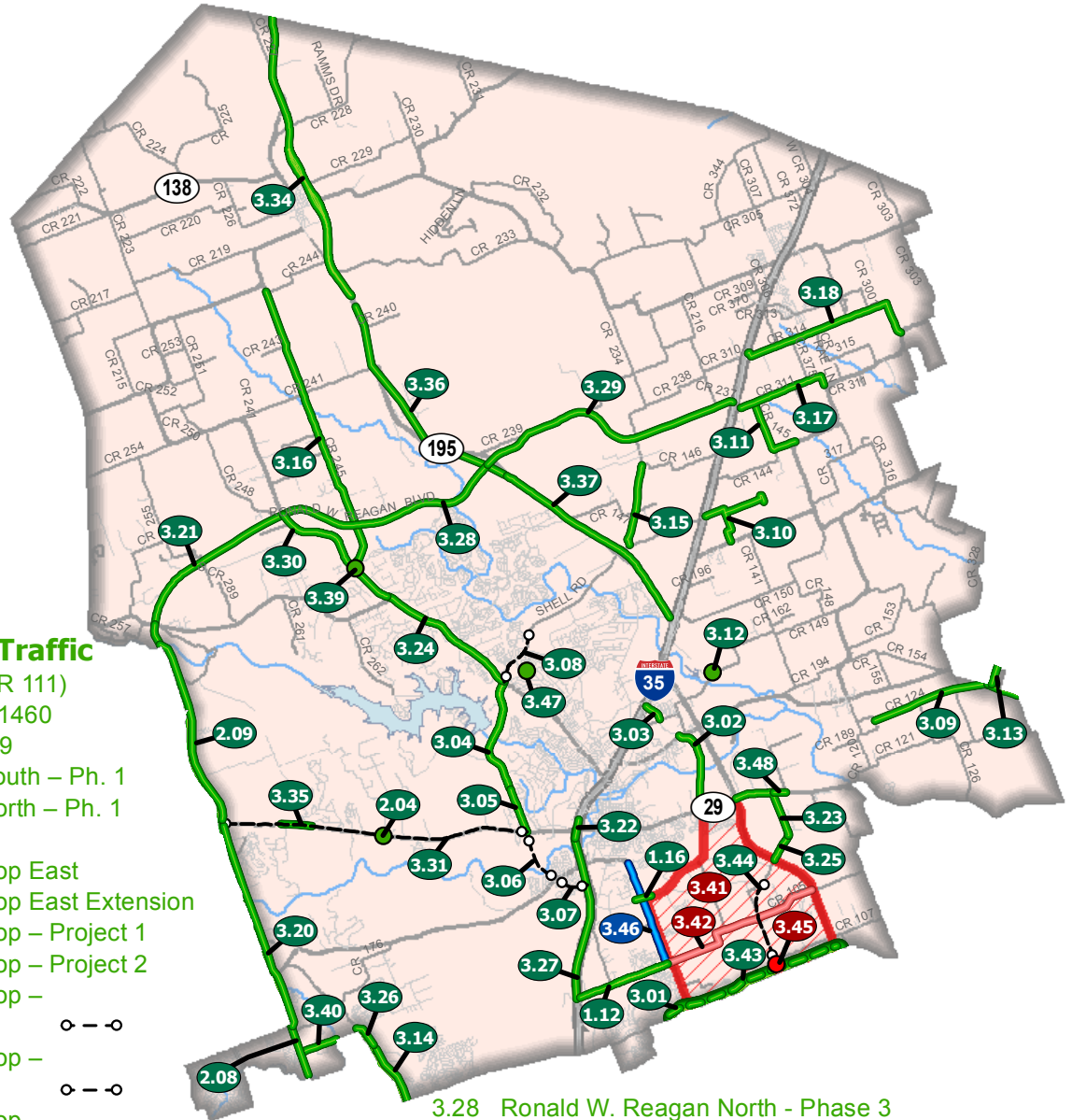
CR 258 (Sunset Ridge to Ronald Reagan North)
Project No. 1603-062

Original Contract Price = \$5,808,856.58

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	3/25/2016	7/29/2016	8/8/2016			360	0	360	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	7/1/2016	7/31/2016	0	\$204,692.63	\$204,692.63	\$22,743.63	\$22,743.63	3.9	0
Adjusted Price =								\$5,808,856.58	

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 3 - COMMISSIONER COVEY



Completed/Open to Traffic

- 1.12 Westinghouse Rd. (CR 111)
- 1.16 SE Inner Loop at FM 1460
- 2.04 Cedar Hollow at SH 29
- 2.08 Ronald W. Reagan South – Ph. 1
- 2.09 Ronald W. Reagan North – Ph. 1
- 3.01 FM 1460 to CR 110
- 3.02 Georgetown Inner Loop East
- 3.03 Georgetown Inner Loop East Extension
- 3.04 Georgetown Inner Loop – Project 1
- 3.05 Georgetown Inner Loop – Project 2
- 3.06 Georgetown Inner Loop – Project 3 Study ○ - - ○
- 3.07 Georgetown Inner Loop – Project 4 Study ○ - - ○
- 3.08 Georgetown Inner Loop – Project 5 Study ○ - - ○
- 3.09 CR 124
- 3.10 CR 142
- 3.11 CR 145
- 3.12 CR 152 Bridge Replacement
- 3.13 CR 157
- 3.14 CR 175
- 3.15 CR 234
- 3.16 CR 245
- 3.17 CR 311
- 3.18 CR 314
- 3.20 Ronald W. Reagan South - Phase 2
- 3.21 Ronald W. Reagan North - Phase 2
- 3.22 IH-35 at SH 29 Turnarounds (PTF)
- 3.48 SH 29 Widening - 12" Water Main Relocation
- 3.23 SH 29/CR 104 – Phase 1
- 3.24 Williams Drive (RM 2338)
- 3.25 CR 104 – Phase 2
- 3.26 CR 175 Extension - Phase 2A
- 3.27 IH 35 Northbound Frontage Rd. and Ramps

- 3.28 Ronald W. Reagan North - Phase 3
- 3.29 Ronald W. Reagan North - Phase 4
- 3.30 RM 2338 (PTF)
- 3.31 SH 29 Improvements Study & Schematic ○ - - ○
- 3.34 SH 195 Project 1
- 3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
- 3.36 SH 195 Project 2
- 3.37 SH 195 Project 3
- 3.39 CR 245 Realignment
- 3.40 CR 179
- 3.43 University Blvd. (Chandler Rd) Expansion (PS&E)
- 3.44 CR 110 North ○ - - ○
(North of CR 107 to North of Sam Houston) (Design)
- 3.47 Madrid Drive Extension

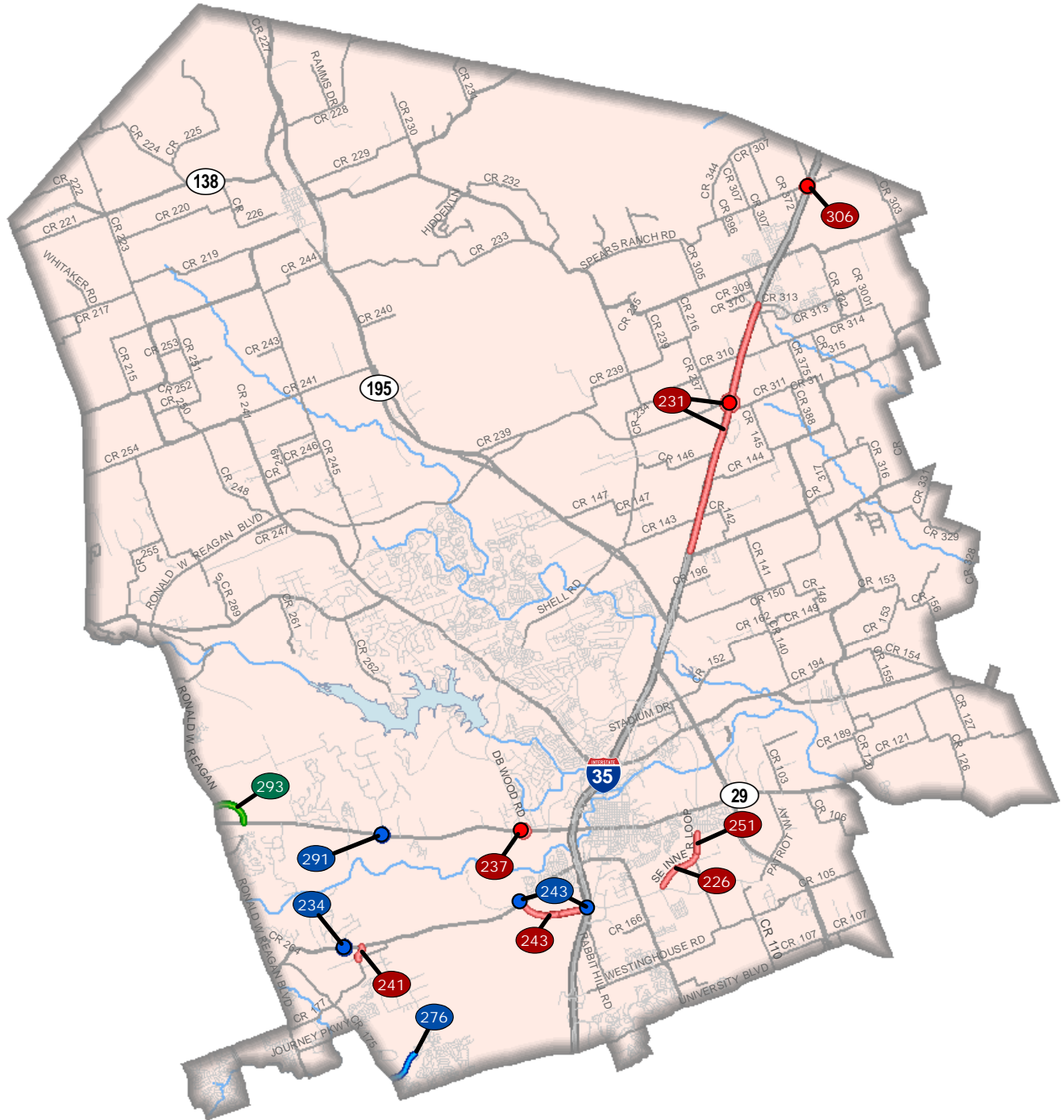
Under Construction/Bidding

- 3.46 FM 1460 North

In Design

- 3.41 CR 110 / Arterial A Study
- 3.42 CR 111 / CR 105 Westinghouse Rd.
(FM 1460 to SH 130)
- 3.45 CR 110 Middle (North of Limmer Loop to CR 107)

2013 ROAD BOND PROGRAM PROJECTS PRECINCT 3 - COMMISSIONER COVEY



Completed/ Open to Traffic

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

Under Construction/Bidding

- 234 RM 2243 At Escalera Parkway
- 243 Southwest Bypass Driveways
- 276 Arterial H Extension Phase 1
(CR 175 to Massey Way)
- 291 SH 29 At Cedar Hollow

In Design

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 Ronald Reagan at IH 35 (Bridge Replacement)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 237 DB Wood At SH 29
- 241 CR 176 at RM 2243 (Safety Improvements)
- 243 Southwest Bypass (RM 2243 to IH 35)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 306 CR 305 At IH 35 - Design (Bridge Replacement)

**IH 35 Northbound Frontage Road (Westinghouse Rd. to SH 29)
Project No. 131FB00108**

Original Contract Price = \$18,690,161.52

Letting	Award	Notice To Proceed	Begin Work	Substantially Completion	Work Accepted	Total Bid Days	Days Added	Total Days
11/28/2012	12/18/2012	2/11/2013	4/1/2013	11/9/2015		548	405	953
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% (\$) Used	% Time Used	
1	2/25/2013	3/31/2013	0	\$9,421.00	\$9,421.00	0	0	
2	4/1/2013	4/30/2013	30	\$1,464,965.65	\$1,474,386.65	7	3	
3	5/1/2013	5/31/2013	31	\$1,407,888.24	\$2,882,274.89	14	6	
4	6/1/2013	6/30/2013	30	\$1,225,475.85	\$4,107,750.74	21	10	
5	7/1/2013	7/31/2013	31	\$507,941.54	\$4,615,692.28	23	13	
6	8/1/2013	8/31/2013	31	\$744,450.25	\$5,360,142.53	27	16	
7	9/1/2013	9/30/2013	30	\$712,678.56	\$6,072,821.09	30	19	
8	10/1/2013	10/31/2013	31	\$507,619.54	\$6,580,440.63	33	22	
9	11/1/2013	11/30/2013	30	\$1,019,721.39	\$7,600,162.02	38	26	
10	12/1/2014	12/31/2014	31	\$151,211.90	\$7,751,373.92	39	29	
11	1/1/2014	1/31/2014	31	\$477,394.19	\$8,228,768.11	41	32	
12	2/1/2014	2/28/2014	28	\$190,142.05	\$8,418,910.16	42	35	
13	3/1/2014	3/31/2014	31	\$1,124,484.82	\$9,543,394.98	48	38	
14	4/1/2014	4/30/2014	30	\$545,702.51	\$10,089,097.49	51	41	
15	5/1/2014	5/31/2014	31	\$537,675.27	\$10,626,772.76	53	45	
16	6/1/2014	6/30/2014	30	\$732,724.93	\$11,359,497.69	57	48	
17	7/1/2014	7/31/2014	31	\$562,500.77	\$11,921,998.46	60	51	
18	8/1/2014	8/31/2014	31	\$338,925.85	\$12,260,924.31	62	54	
19	9/1/2014	9/30/2014	30	\$782,025.09	\$13,042,949.40	65	58	
20	10/1/2014	10/31/2014	31	\$575,579.87	\$13,618,529.27	68	61	
21	11/1/2014	11/30/2014	30	\$484,852.80	\$14,103,382.07	71	64	
22	12/1/2014	12/31/2014	31	\$665,394.72	\$14,768,776.79	74	67	
23	1/1/2015	1/31/2015	31	\$120,841.78	\$14,889,618.57	75	70	
24	2/1/2015	2/28/2015	28	\$590,321.04	\$15,479,939.61	78	73	
25	3/1/2015	3/31/2015	31	\$183,957.49	\$15,663,897.10	79	77	
26	4/1/2015	4/30/2015	30	\$256,503.69	\$15,920,400.79	80	80	
27	5/1/2015	5/31/2015	31	\$264,612.28	\$16,185,013.07	81	83	
28	6/1/2015	6/30/2015	30	\$585,263.84	\$16,770,276.91	84	86	
29	7/1/2015	7/31/2015	31	\$138,476.21	\$16,908,753.12	85	89	
30	8/1/2015	8/31/2015	31	\$484,736.03	\$17,393,489.15	87	93	
31	9/1/2015	9/30/2015	30	\$1,550,832.62	\$18,944,321.77	95	96	
32	10/1/2015	10/31/2015	31	\$113,848.98	\$19,058,170.75	96	99	
33	11/1/2015	11/30/2015	9	\$55,615.43	\$19,113,786.18	96	100	
34	12/1/2015	12/31/2015	0	\$6,528.95	\$19,120,315.13	96	100	
35	1/1/2016	1/31/2016	0	\$146,421.73	\$19,266,736.86	97	100	
36	2/1/2016	2/29/2016	0	\$15,612.30	\$19,282,349.16	97	100	
37			0	\$646,836.71	\$19,929,185.91	100	100	

7/29/2016 Comments - The Balancing Change Order was approved 7/12/16. The project is complete.

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

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

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
05	11/12/2013	146,697.00	433,354.83
6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of an 8" waterline for the City of Georgetown to replace the existing waterline in conflict with the construction of the south abutment of the new South San Gabriel River Bridge. Change Order No. 5 deletes most of the items added previously by Change Order No. 3, which was processed simultaneously with the TxDOT permit for the waterline. This Change Order reflects the final approved revisions to the waterline plans and the specifications for the work are the same as was added previously. This Change Order is FHWA nonparticipating. Six (6) days were added to the contract schedule.			
06	5/13/2014	72,800.00	506,154.83
2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). This Change Order increases the contract quantity of Class C concrete to provide compensation for construction of a concrete slab over an existing high pressure Atmos gas line, located under the future northbound frontage road at Sta. 272+77. Constructing a concrete slab to protect the gas line in lieu of utility relocation provides an overall cost savings to the County. This Change Order is FHWA non-participating.			
07	5/13/2014	58,193.51	564,348.34
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order adds a new Contract Item for purchase and delivery of conduit that was ordered to accelerate the PAETEC (Windstream) utility relocation which was in conflict with the construction of the West Fork Branch bridge. This portion of the Change Order is FHWA non-participating. 1A: Design Error or Omission. Incorrect PS&E. This Change Order also adjusts 2" PVC conduit and Type A ground box quantities and adds a Type 1 ground box item that were intended to be constructed in the original plan set but were inadvertently not quantified. These items are eligible for FHWA participation.			
08	1/6/2015	18,805.73	583,154.07
3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contract item to compensate the Contractor to extend an existing storm drain outfall at Station 221+35.89, 34.55' left in order to grade the adjacent ground at a 1:1 slope. 1A: Design Error or Omission. Incorrect PS&E. This Change Order also adds a new Contract item for 18" RCP SETs sloped at 6:1 for use on the ends of driveway culvert pipe. This Change Order is eligible for FHWA participation.			
09	3/10/2015	182,104.70	765,258.77
3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contract Items and adjusts various Contract quantities for the installation of railroad signals, railroad crossing arms and modifications to the traffic signals at Inner Loop to incorporate preemption for the Georgetown Railroad crossing of the northbound frontage road just north of Inner Loop. This work was originally designated in the plans to be performed by others, but after additional discussions and in accordance with the Three Party Railroad Agreement between TxDOT, Williamson County and Georgetown Railroad, will be installed in with the construction contract. These items are in CSJ 0015-09-160. This Change Order is eligible for FHWA participation.			
10	4/14/2015	16,295.16	781,553.93
2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds 180 days to the Contract duration and an additional 6 months of Barricades, Signs and Traffic Handling quantity on the Contract for delays to the scheduled work due to utility conflicts that were encountered during construction. The conflicts prevented the Contractor from constructing portions of the project according to their approved construction schedule. This Change Order is not eligible for FHWA participation. The quantity of barricades will be added to CSJ 0015-09-160.			
11	7/14/2015	65,545.20	847,099.13
3F: County Convenience. Additional work desired by the County. This Change Order adds Contract quantities of detour pavement and 24" RCP to compensate the Contractor for the construction of a temporary entrance ramp from the new northbound frontage to the IH 35 mainlanes just south of SH 29 (CSJ 0015-09-160). This ramp eliminates the need to proceed through the SH 29 intersection to access IH 35 mainlanes during the construction of the permanent entrance ramp, minimizing the congestion of traffic at SH29. This Change Order also adds revised plans sheets with minor changes to the striping layout on IH 35 mainlanes during Traffic Control Phase IIID. Signage and markings quantities will be adjusted in the balancing Change Order for each CSJ. This Change Order is eligible for FHWA participation.			
12	7/14/2015	15,159.85	862,258.98
2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order adds a new Contract item to compensate the Contractor to lower an existing Atmos Gas service line at Driveway 2 to the Post Office located along FM 2243 (Leander Road) in order to clear the grades of the new driveway profile. This Change Order is not eligible for FHWA participation.			
13	8/18/2015	384,163.85	1,246,422.83
4B: Third Party Accommodation. Third party requested work. This Change Order adds additional quantities to extend the limits of the milling, PFC asphalt overlay, and pavement markings to the full width of the northbound mainlanes of IH 35 in accordance with Amendment No. 1 of the Advance Funding Agreement for CSJ 0015-09-170. The Change Order also adds new Contract items for replacement of the bridge joint material on the South San Gabriel River Bridge and additional construction mobilization. The additional scope was requested by TxDOT. This Change Order adds 13 days to the contract schedule.			

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

2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order provides for the additional funding needed for Peace Officers to increase safety for the travelling public and the Contractor by providing increased visibility and awareness in the work zones during construction operations. This Change Order is eligible for FHWA participation.

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

3F: County Convenience. Additional work desired by the County. This Change Order adds new Contract items and additional quantities for the installation of three permanent traffic counters to quantify traffic on the IH 35 northbound frontage road. The counters are necessary to fulfill the requirements for TxDOT to reimburse Williamson County in accordance with the Pass Through Financing Agreement No. PT2010-006-01. This Change Order is eligible for FHWA reimbursement.

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

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

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

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

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

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
19	7/12/2016	-218,631.52	1,239,024.39

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides for balancing the overrun/underrun of Contract quantities for the Project as a result of addressing field conditions not accounted for in the original plans. These adjustments are eligible for FHWA participation. 3M: County Convenience. Other. This Change Order adds new Contract items to reflect a Settlement Agreement and Contract Cost Adjustment. These two items are not eligible for FHWA participation.

Adjusted Price = \$19,929,185.91

**CR 245 Realignment
Project No. 15IFB102**

Original Contract Price = \$589,829.11

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/18/2015	3/11/2015	4/10/2015	4/22/2015	9/26/2015		150	0	150	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	4/20/2015	5/31/2015	42	\$37,176.75	\$37,176.75	\$4,130.75	\$4,130.75	7%	28
2	6/1/2015	10/6/2015	128	\$418,332.94	\$455,509.69	\$50,612.19	\$54,742.94	82%	113
3	10/7/2015	10/24/2016		\$62,633.56	\$518,143.25	\$57,571.47	\$112,314.41	102%	113

7/29/2016 Comments - The Balancing Change Order is being prepared by the GEC.

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

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

Adjusted Price = \$619,257.64

**IH 35 NBFR Driveway
Project No. 1510-019**

Original Contract Price = \$271,137.36

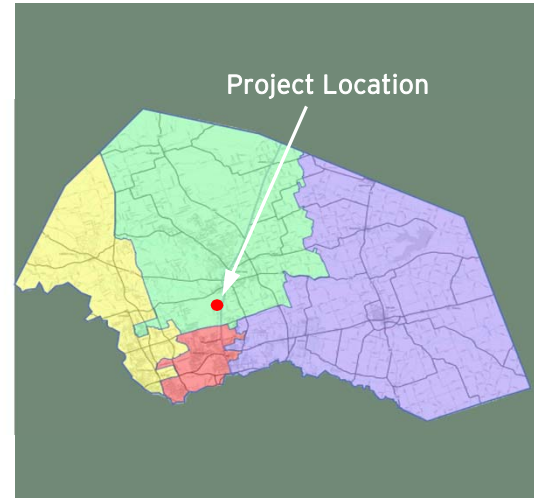
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantially Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
11/18/2015	12/1/2015	1/11/2016	1/21/2016	3/11/2016		60	0	60	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>
1	1/21/2016	1/31/2016	11	\$103,944.78	\$103,944.78	\$11,549.42	\$11,549.42	49%	18
2	2/1/2016	2/29/2016	29	\$61,739.55	\$165,684.33	\$6,859.95	\$18,409.37	78%	67
3	3/1/2016	3/11/2016	11	\$44,798.63	\$210,482.96	\$4,977.63	\$23,387.00	99%	85
4	3/25/2016	4/1/2016	0	\$20,864.95	\$231,347.91	-\$18,665.61	\$4,721.39	99%	85
5	4/2/2016	7/29/2016	0	\$5,921.39	\$237,269.30	-\$4,721.39	\$0.00	100%	85

7/29/2016 Comments - The GEC has received all documents for Acceptance.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/7/2016	-33,868.06	-33,868.06

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

Adjusted Price = \$237,269.30



Southwest Bypass Driveways
 (IH 35 and RM 2243 ends of future Southwest Bypass)

Project Length: .031 miles
 Roadway Classification: Driveway Approaches and Collector

Project Schedule: May 2016 - July 2016
 Estimated Construction Cost: \$0.3 Million



JULY 2016 IN REVIEW

- 7/08/2016:** Smith continues placing embankment and also placed 1st course flex base on the IH 35 portion of the project.
- 7/15/2016:** Smith completed placing 1st and 2nd course flex base on the IH 35 portion of the project.
- 7/22/2016:** Smith is waiting on density reports for asphalt placement starting on 7/25/16.
- 7/29/2016:** Subcontractor Wheeler (APAC/Old Castle) completed placing 4" of Type B asphalt on the IH 35 portion of the project.



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

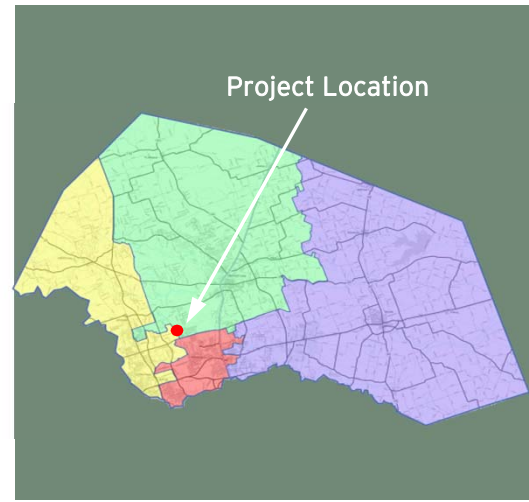
Williamson County
 Road Bond Program



**Southwest Bypass Driveways
Project No. 1512-043**

Original Contract Price = \$289,981.90

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/17/2016	3/22/2016	5/2/2016	5/12/2016			65	0	65	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	5/12/2016	5/31/2016	20	\$73,370.25	\$73,370.25	\$8,152.25	\$8,152.25	28	31
2	6/1/2016	7/8/2016	38	\$90,405.90	\$163,776.15	\$10,045.10	\$18,197.35	63	89
Adjusted Price =								\$289,981.90	



Arterial H
 (Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles
 Roadway Classification: Minor Arterial

Project Schedule: July 2016 - January 2017
 Estimated Construction Cost: \$3.2 Million



JULY 2016 IN REVIEW

- 7/08/2016:** Patin is clearing for the water line installation along the north side of the ROW.
- 7/15/2016:** Patin continues clearing for the water line installation along the north side of the ROW and began fusing together the proposed water line pipe sections.
- 7/22/2016:** Patin completed clearing for the water line installation along the north side of the ROW and continued fusing together the proposed water line pipe sections.
- 7/29/2016:** Patin is excavating for the water line. The Contractor began installing water line on 8/1/16.



Design Engineer: Randall Jones
 Contractor: Patin Construction
 Construction Observation:
 Steven Shull, HNTB

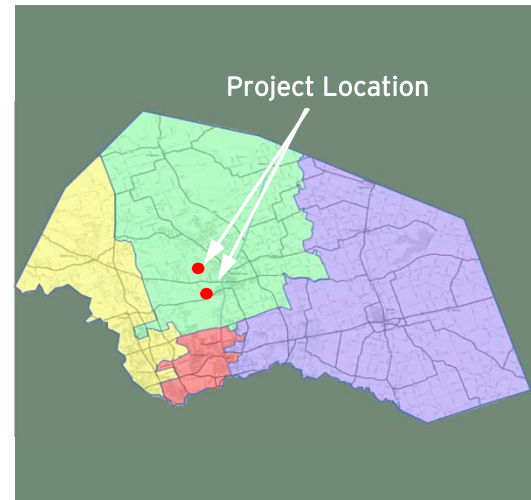
Williamson County
 Road Bond Program



Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)
Project No. 1603-064

Original Contract Price = \$3,210,934.80

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
4/20/2016	5/25/2016					180	0	180	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	6/1/2016	6/30/2016	0	\$134,198.10	\$134,198.10	\$14,910.90	\$14,910.90	5	0
								Adjusted Price =	\$3,210,934.80



RM 2243 at Escalera and SH 29 at Cedar Hollow

Project Length: Right Turn Lanes (.24 miles)
 Roadway Classification: Rural Arterial

Project Schedule: June 2016 - November 2016
 Estimated Construction Cost: \$.355 Million



JULY 2016 IN REVIEW

7/08/2016: Time charges began on 7/5/16. Subcontractor Flasher set project barricades for both sites. Subcontractor ESSI installed silt fence. Aaron Concrete began excavation at the RM 2243 at Escalera site on 7/11/16.

7/15/2016: Aaron Concrete cleared vegetation on the SH 29 at Cedar Hollow site and continued excavation and embankment activities for the RM 2243 at Escalera site.

7/22/2016: Aaron Concrete continued excavation and embankment activities for the SH 29 at Cedar Hollow site. The Contractor also prepared subgrade and began placing 1st lift of flex base at the RM 2243 and Escalera site.

7/29/2016: Aaron Concrete finished embankment activities and began placing 1st course flex base for the SH 29 at Cedar Hollow site. The Contractor finished 2nd course flex base and placed the concrete curb returns at the RM 2243 and Escalera site.



Design Engineer: Seiler Lankes and KC Engineering
 Contractor: Aaron Concrete Contractors
 Construction Observation: David Boone, HNTB

Williamson County
 Road Bond Program

RM 2243 at Escalera and SH 29 at Cedar Hollow RTLs
Project No. 1604-067

Original Contract Price = \$355,279.00

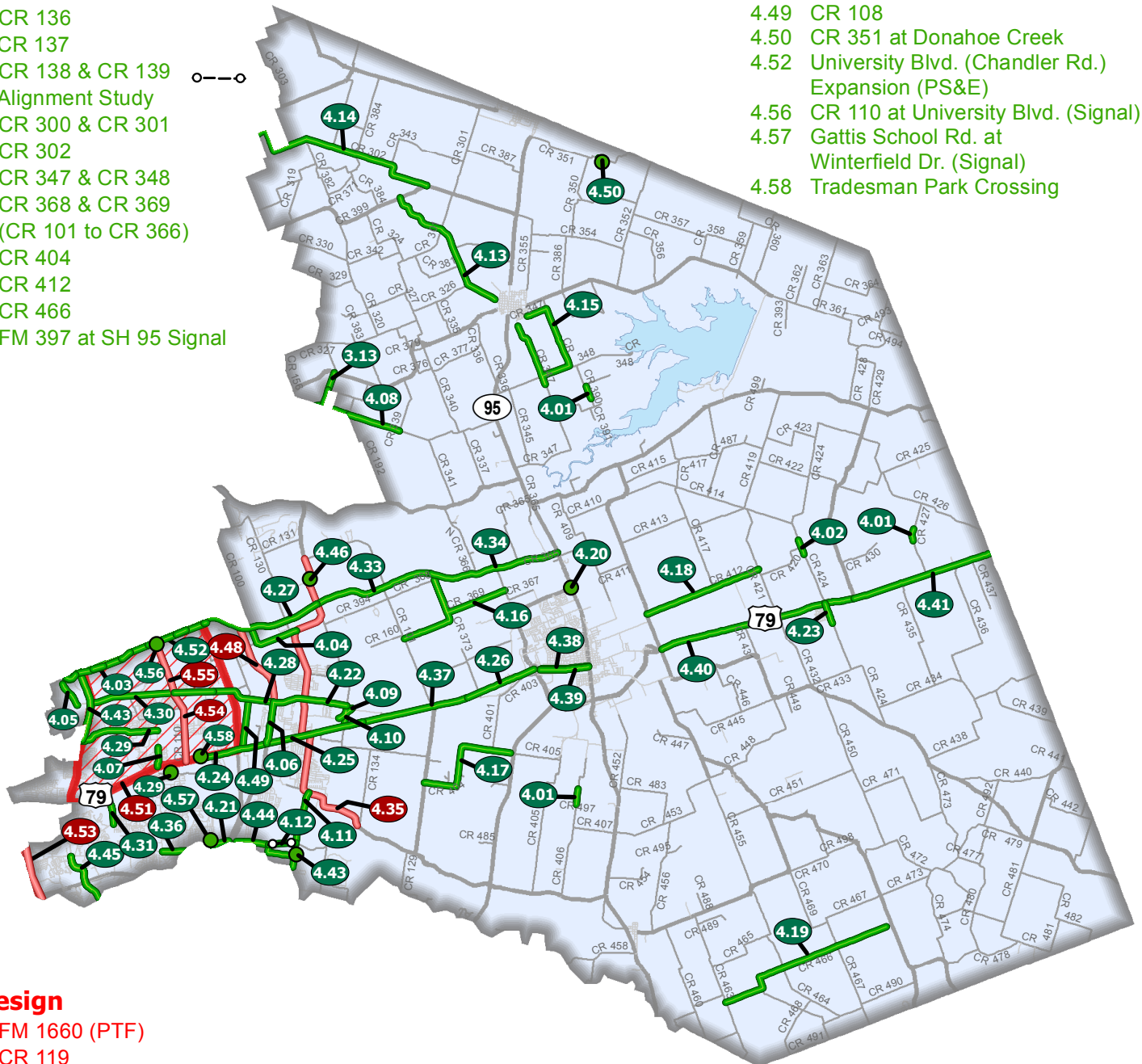
<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
5/25/2016	6/7/2016	6/25/2016	7/5/2016			120	0	120	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
7/29/2016	Comments -	A preconstruction meeting was held 6/23/2016. Notice to Proceed was issued 6/25/2016 with time charges beginning 7/5/2016.							
							Adjusted Price =	\$355,279.00	

2006 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER MORRISON

Completed/Open to Traffic

- | | | |
|--|------------------------------------|--|
| 3.13 CR 157 | 4.21 Gattis School Rd. ROW | 4.33 Chandler Rd. – Phase 3A |
| 4.01 Bridge Replacements Phase 1
(CR 390, 406, 427) | 4.22 Limmer Loop – Phase 1A | 4.34 Chandler Rd. – Phase 3B |
| 4.02 CR 424 Bridge Replacement | 4.23 Thrall School Zone | 4.36 Gattis School Road |
| 4.03 Chandler Rd. – Phase 1 | 4.24 US 79 – Section 1 | 4.37 US 79 - Section 3 (PTF) |
| 4.04 CR 100 | 4.25 US 79 – Section 2 | 4.38 2nd Street Improvements |
| 4.05 CR 112 – Phase 1 | 4.26 US 79 – Section 3A | 4.39 2nd Street Drainage Improvements |
| 4.06 CR 119 | 4.27 Chandler Rd. – Phase 2 | 4.40 US 79 Section 5A (PTF) |
| 4.07 CR 122 at US 79 | 4.28 Limmer Loop – Phase 1B | 4.41 US 79 Section 5B (PTF) |
| 4.08 CR 124 | 4.29 CR 113 / Old Settlers Blvd. | 4.43 FM 1460 Section 2 |
| 4.09 CR 132 | 4.30 Limmer Loop – Phase 1C | 4.44 CR 138 |
| 4.10 CR 136 | 4.31 Kenney Fort Boulevard – Phs 1 | 4.45 CR 170 |
| 4.11 CR 137 | | 4.46 FM 1660 at Landfill Rd. (CR 128) |
| 4.12 CR 138 & CR 139
Alignment Study | | 4.49 CR 108 |
| 4.13 CR 300 & CR 301 | | 4.50 CR 351 at Donahoe Creek |
| 4.14 CR 302 | | 4.52 University Blvd. (Chandler Rd.)
Expansion (PS&E) |
| 4.15 CR 347 & CR 348 | | 4.56 CR 110 at University Blvd. (Signal) |
| 4.16 CR 368 & CR 369
(CR 101 to CR 366) | | 4.57 Gattis School Rd. at
Winterfield Dr. (Signal) |
| 4.17 CR 404 | | 4.58 Tradesman Park Crossing |
| 4.18 CR 412 | | |
| 4.19 CR 466 | | |
| 4.20 FM 397 at SH 95 Signal | | |

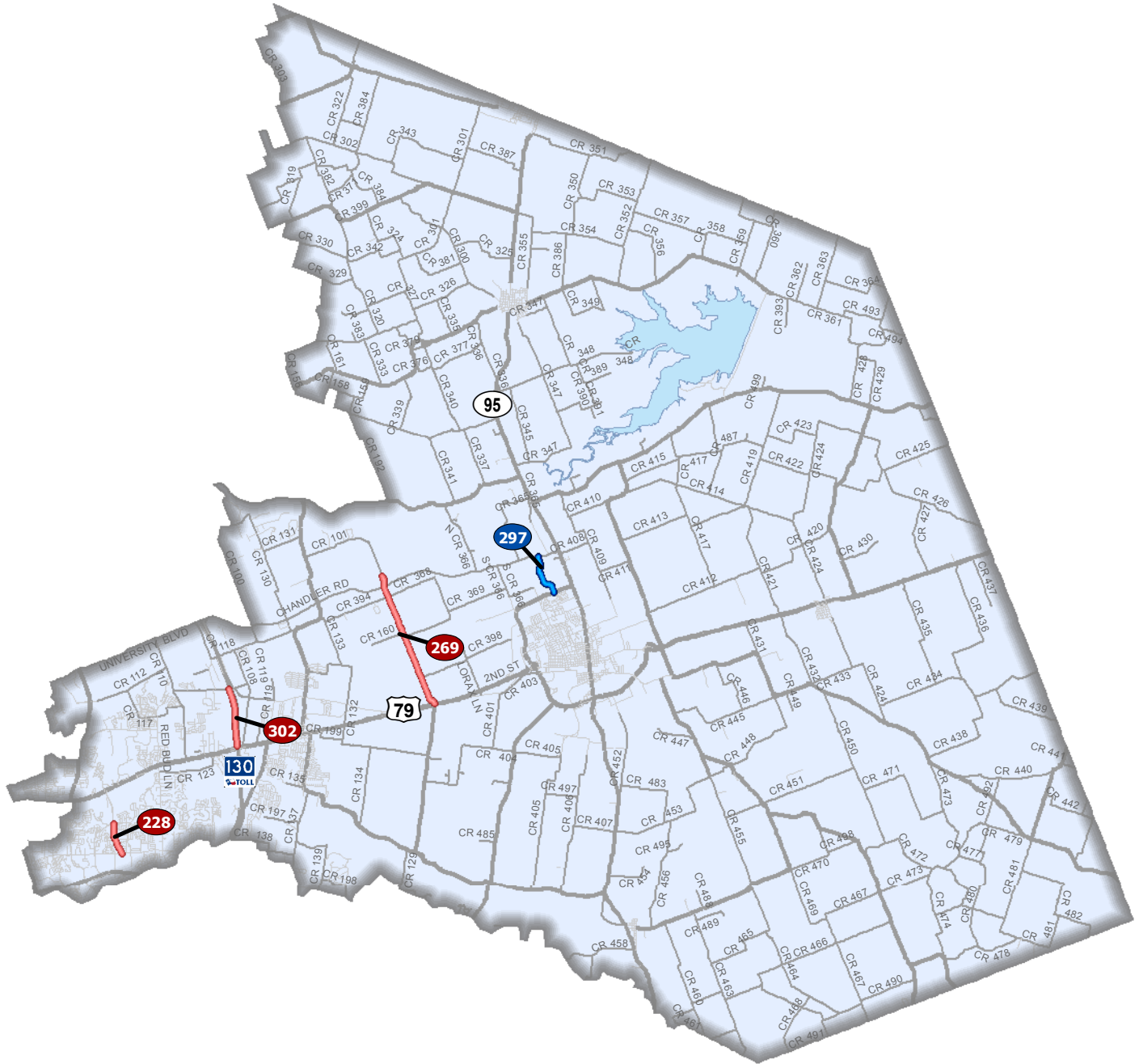


In Design

- 4.35 FM 1660 (PTF)
- 4.48 CR 119
- 4.51 CR 110/ Arterial A Study Area
- 4.53 IH 35 Operational Analysis
- 4.54 CR 110 South (US 79 to Limmer Loop)
- 4.55 CR 110 Middle (North of Limmer Loop to CR 107)

2013 ROAD BOND PROGRAM PROJECTS

PRECINCT 4 - COMMISSIONER MORRISON



Under Construction/Bidding

297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)

269 CR 101 (US 79 to North of Chandler Rd.)

302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

**CR 170 (South of SH 45 to North of Pflugerville Parkway)
Project No. 13IFB00119**

Original Contract Price = \$2,141,898.78

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted	Total Bid Days	Days Added	Total Days	
12/26/2012	1/23/2013	9/13/2013	9/23/2013	2/5/2015		280	69	349	
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$) Used	% Time Used
1	9/23/2013	9/30/2013	8	\$23,259.57	\$23,259.57	\$2,584.40	\$2,584.40	1	2
2	10/1/2013	11/4/2013	35	\$482,637.23	\$505,896.80	\$53,626.36	\$56,210.76	23	12
3	11/5/2013	12/4/2013	30	\$129,220.17	\$635,116.97	\$14,357.80	\$70,568.56	29	21
4	12/5/2013	12/19/2013	15	\$86,542.38	\$721,659.35	\$9,615.81	\$80,184.37	33	25
5	12/20/2013	1/14/2014	26	\$163,662.08	\$885,321.43	\$18,184.68	\$98,369.05	40	33
6	1/15/2014	2/26/2014	43	\$157,156.21	\$1,042,477.64	-\$43,501.81	\$54,867.24	45	45
7	2/27/2014	3/28/2014	30	\$125,329.58	\$1,167,807.22	\$13,651.56	\$68,518.80	50	54
8	3/29/2014	4/28/2014	31	\$153,185.70	\$1,320,992.92	\$8,062.41	\$76,581.21	57	62
9	4/29/2014	7/7/2014	70	\$495,651.44	\$1,816,644.36	\$19,384.41	\$95,965.62	78	83
10	7/1/2014	7/31/2014	31	\$92,079.93	\$1,908,724.29	\$4,846.31	\$100,811.93	82	91
11	8/1/2014	8/28/2014	28	\$48,425.43	\$1,957,149.72	\$2,548.71	\$103,360.64	84	99
12	8/29/2014	12/31/2014	125	\$117,738.76	\$2,074,888.48	\$6,196.78	\$109,557.42	89	135
13	1/1/2015	3/31/2015	56	\$156,952.75	\$2,231,841.23	\$8,260.67	\$117,818.09	96	151
14	4/1/2015	6/30/2015	0	\$51,886.21	\$2,283,727.44	\$2,730.85	\$120,548.94	98	151
15	7/1/2015	9/30/2015	0	\$111,279.49	\$2,395,006.93	-\$71,596.28	\$48,952.66	100	151

7/29/2016 Comments - The GEC is processing Final Acceptance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

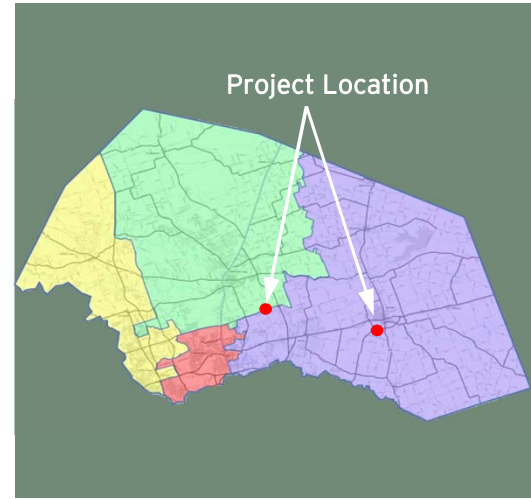
<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
08	7/28/2015	36,219.64	343,551.37

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

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

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 5E: Contractor Convenience (Other). This Change Order also adds a new Contract Item to backcharge the Contractor for additional engineering costs required to verify positive drainage under as-built conditions.

Adjusted Price = \$2,455,611.96



Multi Site Traffic Signals
 (CR 110 at University and Gattis School Road at Winterfield)

Project Length: 2 Intersections
 Roadway Classification: Signal and Intersection Improvements

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



JULY 2016 IN REVIEW

7/08/2016: The new signals at the University/CR 110 intersection are fully operational. Two message boards remained up through the weekend, alerting traffic of the new signals. Subcontractor DIJ completed striping the intersection. The Gattis School/Winterfield site is waiting for power.

7/29/2016: The Gattis School/Winterfield site continues to wait for power.



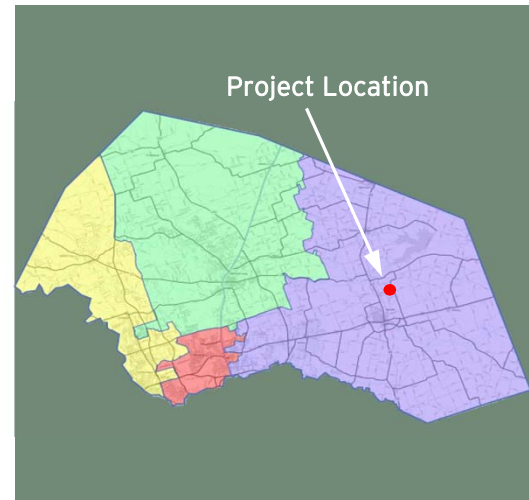
Design Engineer: Kimley-Horn/Alliance Transportation
 Contractor: ATS
 Construction Observation: Ryan Rivera, HNTB

Williamson County
 Road Bond Program

**Multi Site Traffic Signals (CR 110 at Univ, Gattis School Rd at Winterfield)
Project No. 1512-036**

Original Contract Price = \$328,802.95

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
2/3/2016	2/16/2016	3/11/2016	3/21/2016	6/24/2016		90	0	90	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	3/21/2016	4/30/2016	41	\$23,553.00	\$23,553.00	\$2,617.00	\$2,617.00	8	46
2	5/1/2016	5/31/2016	31	\$35,329.50	\$58,882.50	\$3,925.50	\$6,542.50	20	80
3	6/1/2016	6/24/2016	24	\$195,889.50	\$254,772.00	\$21,765.50	\$28,308.00	86	107
7/29/2016	Comments - Substantial Completion was granted 6/24/2016.								
						Adjusted Price =		\$328,802.95	



Bill Pickett Trail

(East Williamson County Access Road)

Project Length: 1.4 Miles

Roadway Classification: Minor Arterial

Project Schedule: May 2016 - September 2016

Estimated Construction Cost: \$3.8 Million



JULY 2016 IN REVIEW

7/08/2016: Cox Commercial Construction continues placing embankment along the south side of Chandler Road. Subcontractor Ranger Excavating excavated and embanked material on Bill Pickett Trail south of Chandler Road.

7/15/2016: Cox continues placing embankment along the south side of Chandler Road. Subcontractor Ranger continues earthwork activities on Bill Pickett Trail south of Chandler Road and grading subgrade on the south end of the project. Subcontractor WW Foundation Drilling began drilling for bridge foundations at Turkey Creek Bridge.

7/22/2016: Subcontractor Ranger Excavation placed 8" of salvaged base on the south end from the school driveway to the proposed event center driveway. Cox began laying geogrid and 1st course flex base at the south end and the school driveway.

7/29/2016: Cox continues placing geogrid and 1st course flex base from Northpark Blvd to the school driveway. Subcontractor Ranger is grading in preparation for salvaged base north of the event center driveway and placing embankment north and south of Turkey Creek. Subcontractor Greater Austin tied steel and formed the Abutment 1 cap at Turkey Creek Bridge.



Design Engineer: K. Friesse
 Contractor: Cox Commercial Construction
 Construction Observation: David Boone, HNTB

Williamson County
 Road Bond Program

**Bill Pickett Trail (East Williamson County Access Road)
Project No. 1601-045**

Original Contract Price = \$3,806,133.30

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Substantial Completion</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>	
3/16/2016	4/5/2016	5/2/2016	5/12/2016			100	0	100	
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$ Used)</u>	<u>% Time Used</u>
1	5/12/2016	5/31/2016	20	\$643,105.80	\$643,105.80	\$71,456.20	\$71,456.20	19%	20
2	6/1/2016	6/30/2016	30	\$268,272.41	\$911,378.21	\$29,808.05	\$101,264.25	27%	50
3	7/1/2016	7/31/2016	31	\$378,390.33	\$1,289,768.54	\$42,043.37	\$143,307.62	38%	81

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total COs</u>
01	6/7/2016	-85.80	-85.80

3K: This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract.

Adjusted Price = \$3,806,047.50

Commissioners Court - Regular Session

21.

Meeting Date: 08/16/2016

Seward Junction Southwest TCEQ Agent Authorization Form

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with Seward Junction Southwest, a Road Bond project in Commissioner Pct. 2.

Background

The Seward Junction Southwest project requires TCEQ approval of a Water Pollution and Abatement Plan (WPAP) prior to construction. A TCEQ Agent Authorization Form is required to authorize an employee of K-Friese and Associates, the Design Engineer, to submit the needed WPAP to TCEQ review and approval on behalf of the County.

Fiscal Impact

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

Attachments

Seward Junction Southwest TCEQ Agent Auth Form

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Dawn Haggard
Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 09:55 AM
Started On: 08/10/2016 11:21 AM

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

I _____ Dan A. Gattis _____,
Print Name

_____ County Judge _____,
Title - Owner/President/Other

of _____ Williamson County _____,
Corporation/Partnership/Entity Name

have authorized _____ B. Ryan Bell, P.E. _____
Print Name of Agent/Engineer

of _____ K Friese & Associates, Inc. _____
Print Name of Firm

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

I also understand that:

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

SIGNATURE PAGE:

Applicant's Signature

Date

THE STATE OF _____ §

County of _____ §

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

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

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session

22.

Meeting Date: 08/16/2016

Terracon Geotech and Construction Materials Testing Contract Amendment No 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the On-call Geotechnical Engineering and Construction Materials Engineering/Testing Services contract between Williamson County and Terracon relating to the 2013 Road Bond Program.

Background

This contract amendment is to add additional materials tests that were not included in the original contract exhibit D. All the originally approved rates have stayed the same.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Terracon_GeotechCEI_ContractAmendment2](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 08/11/2016

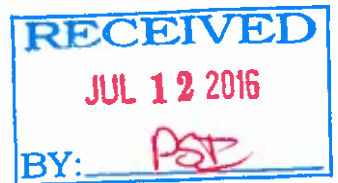
Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/11/2016 11:28 AM



CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: On-call Geotechnical Engineering and Construction Materials Engineering/Testing Services (“Project”)

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Terracon (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective December 3, 2014 (the "Contract");

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

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

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

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

ENGINEER:

By: *James Bierschwale*
Signature

James Bierschwale, PE
Printed Name

Vice-President
Title

7/12/16
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

*my OK
7/13/2016*

EXHIBIT D
RATE SCHEDULE
Terracon

GEOTECHNICAL ENGINEERING
Schedule of Services and Fees
Williamson County, Texas
2014

Geotechnical Personnel

Senior Principal / Officer / Consultant, P.E., per hour	\$170.00
Principal Geotechnical Engineer, P.E., per hour	\$140.00
Senior Geotechnical Engineer, P.E. / Sr. Geologist, P.G. / Sr. Project Manager, per hour	\$130.00
Project Manager, per hour	\$115.00
Project Geotechnical Engineer, per hour	\$105.00
Staff Geotechnical Engineer, per hour	\$95.00
Field Geologist, P.G., per hour	\$75.00
Senior Engineering Technician, per hour	\$48.00
Engineering Technician, per hour	\$44.00
Drilling / Field Services Coordinator, per hour	\$60.00
Extra Drilling Crew Member, per hour	\$50.00
Draftsman, per hour	\$70.00
Clerical Support /Administrative Staff, per hour	\$48.00

Field Services

Mobilization of Truck-Mounted Drill Rig, each (for sites within 50 mile radius of office)	\$300.00
Addl. Mileage of Truck-Mounted Drill Rig, per mile (for sites beyond 50 mile radius of office)	\$3.50
Minimum Field Charge for Truck-Mounted Drill Rig, per day	\$700.00
Mobilization of Track/ATV-Mounted Drill Rig, each (for sites within 50 mile radius of office) ...	\$500.00
Addl. Mileage of Track/ATV Drill Rig, per mile (for sites beyond 50 mile radius of office)	\$6.00
Minimum Field Charge for Track/ATV-Mounted Drill Rig, per day	\$1,500.00
Drilling Crew hourly rate (two-man crew), per hour	\$250.00
Drilling Crew & Rig Standby Time (two-man crew), per hour.....	\$250.00
Extra Drilling Crew Member, per hour	\$50.00

Soil Borings, using 3-inch thin-wall tube sampling (Shelby tube) or 2-inch split-barrel sampling (SPT), depths measured from existing ground surface:

0 to 25 feet, per foot	\$14.00
25 to 50 feet, per foot	\$15.50
50 to 75 feet, per foot	\$17.00
75 to 100 feet, per foot	\$18.50
Wash or auger boring, per foot (no sampling).....	\$12.00
Additional for Hollow-Stem Augering, per foot	\$6.00

EXHIBIT D



GEOTECHNICAL ENGINEERING Schedule of Services and Fees Williamson County, Texas 2014

Rock Coring, using Nx core barrel sampling, depths measured from existing ground surface:

Softer Rocks (e.g., Austin, Eagle Ford, Del Rio, Walnut, Glen Rose formations and similar):

0 to 25 feet, per foot	\$18.00
25 to 50 feet, per foot	\$20.00
50 to 75 feet, per foot	\$22.00
75 to 100 feet, per foot	\$24.00

Harder Rocks (e.g., Edwards, Buda, Georgetown, Comanche Peak formations and similar):

0 to 25 feet, per foot	\$20.00
25 to 50 feet, per foot	\$22.00
50 to 75 feet, per foot	\$24.00
75 to 100 feet, per foot	\$26.00

Additional Footage Charge if using Track or ATV-Mounted Drill Rig, per foot \$2.00

TxDOT Cone Penetration (TCP) tests, each \$30.00

Grouting of Borings with bentonite or sak-crete, per foot..... \$5.00

Rock coring of very hard rocks such as granite, marble, schist, gneiss, etc. On request

Monitor Well / Piezometer Installation On request

Interior and/or Limited Access Drilling/Sampling On request

Laboratory Classification Tests

Atterberg limits, each \$55.00

Moisture content, each..... \$8.00

Density Determination (using Shelby tube or SPT sample), each \$15.00

Specific gravity, each \$70.00

Soil pH, each \$30.00

Soil Resistivity (Miller box method), each..... \$125.00

Chloride & Soluble Sulfate Content, TEX-620-J, each \$75.00

Laboratory Grain Size Tests

Sieve analysis, ASTM C 136, each..... \$75.00

Percent Passing No. 200 Sieve, ASTM C 117, each..... \$45.00

Combined ASTM C 136 and C 117, each..... \$95.00

Hydrometer analysis, ASTM D 422, each \$125.00

EXHIBIT D



GEOTECHNICAL ENGINEERING Schedule of Services and Fees Williamson County, Texas 2014

Laboratory Strength and Volume Change Tests

Unconfined Compression Test (soil), each.....	\$30.00
Unconfined Compression Test (rock), each	\$35.00
Triaxial Compression Tests:	
Unconsolidated-Undrained (UU), per circle	\$265.00
Consolidated-Undrained (CU), with pore pressure measurements, per circle.....	\$450.00
Direct Shear Tests:	
On Coarse-Grained Soils, per point.....	\$175.00
On Fine-Grained Soils, per point	\$275.00
Absorption Swell Tests:	
Free Swell, each	\$100.00
Single Pressure (at estimated overburden), each	\$120.00
Additional Pressures, each.....	\$50.00
Swell Pressure (controlled swell), each	\$300.00
Consolidation Test, regular with increasing load increments (max 6 loads), each	\$440.00
Additional Load Increments, each	\$50.00
Additional Unload-Reload Cycles, per cycle	\$125.00

Other Laboratory Tests and Miscellaneous Items

Flexible Wall Triaxial Permeability Test (Falling Head), each	\$350.00
Optimum Moisture/Maximum Density Relations:	
ASTM D 698, each	\$170.00
ASTM D 1557, each	\$200.00
TEX-113-E, each.....	\$220.00
TEX-114-E, each.....	\$180.00
Additional Charge for Coarse Aggregate Correction (ASTM D 4718), each	\$25.00
Relative Density, ASTM D 4253 & D 4254, each	\$275.00
California Bearing Ratio (CBR), each.....	\$315.00
Soil-Lime Relationship (Lime Series using PI and pH methods), each	\$700.00
Sample Preparation (if required), per hour	\$48.00

EXHIBIT D



GEOTECHNICAL ENGINEERING Schedule of Services and Fees Williamson County, Texas 2014

Additional Comments

- A three-hour (3) minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations, or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample pick-up only.
- All labor, equipment, and transportation charges are billed on a portal-to-portal basis from our office.
- Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.
- Unit fees for tests not listed can be quoted on request. If Client requests a test not listed above, tests will be described and a unit fee will be set forth in a Work Authorization or Supplemental Work Authorization that is agreed to in writing by the parties prior to Terracon conducting such test.
- Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.
- Material samples should be submitted in a form that complies with applicable requirements.

EXHIBIT D



CONSTRUCTION MATERIALS ENGINEERING AND TESTING Schedule of Services and Fees Williamson County, Texas 2014

Construction Materials Engineering & Testing Personnel

Senior Principal, per hour	\$170.00
Principal, Officer, per hour	\$140.00
Senior Engineer, per hour	\$110.00
Project Manager, per hour	\$115.00
Senior Engineering Technician, per hour	\$48.00
Construction Materials Technician, per hour	\$46.00
Certified Welding Inspector, per hour	\$80.00
Clerical Support /Administrative Staff, per hour	\$48.00

Concrete Field Services

Engineering technician, per hour	\$46.00
Concrete Sample Pick up Inside City of Austin ETJ, per trip	\$92.00
Concrete Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum).....	\$46.00

Concrete Tests

Cylinder compression test (ASTM C 31 & C 39), 4"x8", each	\$15.00
Cylinder compression test (ASTM C 31 & C 39), 6"x12", each	\$20.00
Beam flexural test (ASTM C 293 or C 78), each	\$55.00

Masonry Field Services

Masonry technician, per hour	\$48.00
Masonry Sample Pick up Inside City of Austin ETJ, per trip	\$92.00
Masonry Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum)	\$46.00

Masonry Tests:

Compressive strength CMU block (ASTM C 140), each	\$100.00
CMU block absorption only (ASTM C 140), each	\$75.00
CMU Block prism compressive strength (ASTM C 1314), each	\$250.00
Compressive strength of grout prism (ASTM C 1019), each	\$35.00
Compressive strength of mortar cube (ASTM C 780 & C 109), each	\$16.00

EXHIBIT D



CONSTRUCTION MATERIALS ENGINEERING AND TESTING Schedule of Services and Fees Williamson County, Texas 2014

Soils Laboratory Tests

Classification

Atterberg limits (ASTM D 4318), each	\$55.00
Sieve analysis (ATM C 136), each	\$75.00
Sieve analysis percent finer than #200 (ASTM C 117), each	\$45.00
Decantation, TXDOT TEX 406-A, each.....	\$45.00- <i>new</i>
Combined sieve analysis (ASTM C 136 and C 117)	\$95.00
Soil pH, each	\$30.00
Chloride & Soluble Sulfate Content, TEX-620-J, each	\$75.00
Hydrometer analysis, ASTM D 422, each	\$125.00
Permeability (Hydraulic Conductivity) (ASTM D 5084), each	\$350.00
Sample Preparation (if required), per hour	\$48.00
<i>Wet Ball Mill</i> Wet Ball Mill, TXDOT TEX 116-E, each.....	\$200.00- <i>new</i>
Triaxial, Base Materials, TXDOT TEX 117-E, each.....	\$1,150.00- <i>new</i>

Compaction

Optimum moisture / maximum dry density relations (proctors)	
ASTM D698, each	\$170.00
ASTM D1557, each	\$200.00
Additional charge for Coarse Aggregate Correction (ASTM D4718)	\$25.00
TXDOT TEX 113E, each	\$220.00
TXDOT TEX 114E, each	\$180.00
Relative Density (ASTM 4253 and 4254), each	\$275.00

Soils Field Services

In place density / moisture test, nuclear method (ASTM D 2922/ASTM D 3017), minimum 3, each	\$18.00
Field gradation of lime treated soil, each	\$45.00
Depth check of lime treated soil, each	\$25.00
Soil pH value each	\$30.00
Soils technician, per hour	\$46.00
Soil Lime Relationship, (Lime Series) Combined pH and Atterberg Limits	\$700.00
Soil Sample Pick up Inside City of Austin ETJ, per trip.....	\$92.00
Soil Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum).....	\$46.00
Measuring Thickness, Base, Subbase, Subgrade, TXDOT TEX 140-E.....	\$50.00- <i>new</i>

EXHIBIT D



CONSTRUCTION MATERIALS ENGINEERING AND TESTING Schedule of Services and Fees Williamson County, Texas 2014

Asphaltic Concrete Services

Asphalt technician (Level 1A and 1B), per hour	\$55.00
Asphalt Sample Pick up Inside City of Austin ETJ, per trip.....	\$92.00
Asphalt Sample Pick up Outside City of Austin ETJ, per hour (2 hr. minimum)	\$46.00
Molding specimens (TEX 206F), set of 3	\$58.00
Bulk specific gravity of lab molded specimens, set of 3	\$58.00
Bulk specific gravity of core specimen (TEX 207F), each	\$58.00
Maximum theoretical density (ASTM D 2041 or TEX 227F), each	\$86.00
Hveem stability (ASTM D 1560 or TEX 208F), set of 3	\$95.00
Extraction and Sieve Analysis (ASTM D 2172 or TEX 210F), each	\$225.00
Asphalt coring (6" diameter, minimum 3 per trip) Up to 6" thick, each	\$110.00
Asphalt coring (6" diameter, minimum 3 per trip) 6 to 10" thick, each	\$120.00
Asphalt coring (6" diameter, minimum 3 per trip) 10 to 14" thick, each	\$155.00
Asphalt core thickness & density, each	\$57.00
Asphalt Binder, TXDOT Item 300, each	\$750.00- new

Drilled Pier

Senior technician, per hour	\$48.00
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Wood Truss & Fire Stop

Senior technician, per hour	\$60.00
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Structural Steel

Visual Inspection by CWI, per hour	\$80.00
Ultrasonic Testing, per hour	Subcontractor's Cost
Ultrasonic Testing equipment, per day	Subcontractor's Cost
Ultrasonic Testing Trip Fee	Subcontractor's Cost

Reinforcing Steel Detection

Senior Technician, per hour	\$60.00
Hilti Ferrosan equipment, per day	\$220.00

Roofing, Waterproofing and EIFS

Project Manager, Senior Roofing Professional, per hour	\$125.00
Engineering Technician-Forensics/Roofing/Waterproofing, per hour	\$65.00

EXHIBIT D



CONSTRUCTION MATERIALS ENGINEERING AND TESTING Schedule of Services and Fees Williamson County, Texas 2014

Remarks

A three hour minimum charge is applicable to all trips made for the performance of testing, inspection, cancellations or consulting services. A minimum charge of 2 hours will be assessed for trips to the project site for sample or cylinder pick up only.

All labor, equipment, and transportation charges are billed on a portal to portal basis from our office. Court appearances, depositions, etc. will be charged at 1.5 times the quoted hourly rate.

Unit fees for tests not listed can be quoted on request. If Client requests a test not listed above, tests will be described and a unit fee will be set forth in a Work Authorization or Supplemental Work Authorization that is agreed to in writing by the parties prior to Terracon conducting such test.

Engineering consultation and evaluation in connection with any laboratory testing or field inspection service will be charged at the appropriate rate.

Material samples should be submitted in a form that complies with applicable requirements.

Transportation charges are applicable for all field testing assignments including sample pick up.

Commissioners Court - Regular Session

23.

Meeting Date: 08/16/2016

Bridgfarmer Inner Loop at WilCo Central Maintenance Contract Amendment No 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 2 to the Inner Loop @ WilCo Central Maintenance contract for Engineering Services between Williamson County and Bridgefarmer & Associates, Inc. relating to the 2013 Road Bond Program.

Background

This contract amendment increases the compensation cap by \$35,000.00 to allow for the execution of Supplemental #3 to Work Authorization #2 for parking lot modifications at the Road & Bridge office. Additional plan sheet and modification to some completed document will be needed (quantities, index, bid form, etc.) as well as traffic control plan modifications.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Bridgefarmer_InnerLoop-CentralMain_ContractAmendment2](#)

[Bridgefarmer_InnerLoop-CentralMain_Supp3WA2](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 08/11/2016

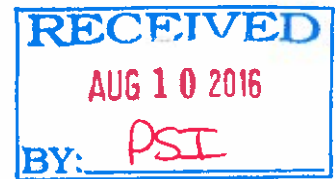
Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/11/2016 11:49 AM



CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:
Inner Loop @ Wilco Central Maintenance ("Project")**

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Bridgefarmer & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective August 26, 2014 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$250,000; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$250,000 to \$285,000.

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

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

ENGINEER:

COUNTY:

By: 
Signature

By: _____
Signature

Mansoor Ahsan, P.E.
Printed Name

Printed Name

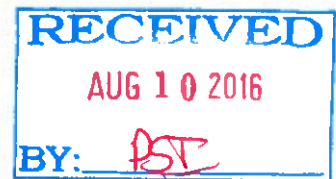
Chief Executive Officer
Title

Title

08-09-2016
Date

Date

OK
mm 8/10/2016



**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 2**

**WILLIAMSON COUNTY ROAD BOND PROJECT:
Inner Loop @ Wilco Central Maintenance**

This Supplemental Work Authorization No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated August 26, 2014 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Bridgefarmer & Associates, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 2 dated effective April 28, 2015 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The Services to be Provided by the County that were set out in the original Attachment "A" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "A" (must be attached).
- II. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- III. The Work Authorization shall terminate on January 31, 2017. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- IV. The maximum amount payable for services under the Work Authorization is hereby increased from \$129,555.07 to \$158,655.57. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

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

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

ENGINEER:

By: 
Signature

Mansoor Ahsan, P. E.
Printed Name

Chief Executive Officer
Title

08/09/2016
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

*OK
my 8/12/2016*

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A – Services to be Provided by the County

Inner Loop @ Wilco Central Maintenance

1. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.
2. Provide traffic growth rates and analysis package for development of open year, 20 year, and 30 year projected traffic data.
3. Make available appropriate data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services.
4. Make available existing Right-of-Way (ROW) maps of county owned buildings and roadway facilities in the project corridor.
5. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
6. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule.
7. Provide examples of acceptable format for the required deliverables.
8. Provide checklist for elements of a detailed highway schematic.
9. Provide City of Georgetown comments on draft deliverables.
10. Prepare applications for and obtain all necessary permits from the City of Georgetown for the expansion of the East Parking Lot.
11. Remove irrigation system equipment from the area impacted by the expansion of the East Parking Lot.

Attachment B – Services to be Provided by the Engineer

Inner Loop @ Wilco Central Maintenance

This Attachment “B” further defines the services to be performed by Bridgefarmer & Associates, Inc. in conjunction with the preparation of Work Authorization 2 (plan preparation) for Inner Loop @ Wilco Central Maintenance two-lane roadway. Services include the following:

- Project Management
- Roadway
- Hydraulic Analysis
- Traffic Control Plan

TASK 1: SURVEYING

1. Survey Project Limits: Williamson County Facilities East Parking Lot (Exhibit A).
2. The Survey Consultant shall re-establish horizontal and vertical control for the survey work performed for the County located adjacent to this project. The project control will be placed on horizontal and vertical datum [NAD83/93/NAVD88 values (Texas State Plane, Central Zone)] with a scale factor of 1.00011 or as provided by the county. Elevations will be derived from GPS observations using Geoid 2012A model. Digital levels will be run through all control points to confirm the established elevations.
3. The Survey Consultant will obtain design survey data within the project limits at approximate 50’ intervals and major grade breaks necessary to produce a one-foot interval contour DTM. This data will include: edge of pavement/gutter & back of curb, crown (physical centerline), parking striping, ditches, sidewalks, signs (with text), paved areas, buildings, driveways (with type noted), driveway pipes, visible utilities and visible evidence of underground utilities only.
4. The Survey Consultant will prepare Microstation V8 topographic file, points file, and DTM of survey data and provide an electronic copy of all the data to the Engineer.

TASK 2: GEOTECHNICAL INVESTIGATION – NO LONGER REQUIRED

TASK 3: ROADWAY DESIGN

1. The Consultant shall provide the design of expanding the East Parking lot to include both westward facing parking spaces, eastward facing parking spaces, handicap parking and a two-way drive aisle. The design will be consistent with Section 9.03, Parking Space and Parking Lot Design of the City of Georgetown’s Unified Development Code.

2. The Consultant will provide designs for salvaging, reusing and and relocating the two existing luminaires to locations satisfactory to the County.
3. The Consultant will adjust grading, vertical alignment and horizontal alignments of connecting driveways and update quantities of bid items and removals necessitated by the East Parking Lot expansion.
4. The Consultant will insert any necessary standards into the plan set and update the estimate, general notes, associated bid forms and construction manual.
5. The Consultant shall amend the Traffic Control Plan phases to include additional design and plans sheets from the southern limits of the project to south of Rockride Lane and the construction of the expanded East Parking Lot.

TASK 4: ENVIRONMENTAL REVIEWS - COMPLETE

TASK 5: DRAINAGE DESIGN

1. The Consultant will design parking grading to provide adequate drainage.
2. The Consultant will update Minor Drainage Areas impacted by the East Parking Lot expansion and check ditches that may be impacted by the design.
3. The Consultant shall amend the Storm Water Pollution Prevention Plan (SW3P) as necessary to accommodate the construction of the East Parking Lot expansion.

TASK 6: SIGNING AND PAVEMENT MARKINGS

1. The Consultant shall prepare drawings, specifications and details for all signs and pavement markings necessitated by the East Parking Lot expansion and amend existing summaries and estimates.

TASK 7: SPECIFICATIONS AND BID DOCUMENTS

1. The Consultant shall independently develop and report quantities in standard County bid format compatible to the County system at the final PS&E submittals.
2. The Consultant shall prepare technical specifications required for bidding and constructing the project. Only specifications amending or supplementing TxDOT specification need be furnished. The Consultant shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items.
3. Bid Documents for Roadway. The Consultant will prepare project construction manual (bid documents). The County will advertise for the bidders. The

Consultant will assist the County by addressing technical questions and preparing draft addenda for issuance by the County.

- a. All plan set deliverables are in 11"x17" format except where noted. At each submittal, the consultant will upload all DGN and other native files along with a copy of their internal QA markups.
 1. Interim Submittal: Submit four (4) paper sets, one (1) electronic set, and one (1) set of DGN's for review and comment and provide supporting paperwork as needed. The Interim submittal will include all newly generated designs and modified sheets necessitated by the East Parking Lot expansion including plans, specifications, general notes, special specifications, special provisions, construction cost estimate, project construction manual, and other supporting documentation as required by the County.
 2. Final Submittal: Submit one (1) full complete set of originals and three (3) paper copy sets of plans, specifications and estimates to the County. The Consultant will provide the County with an electronic deliverable zip file uploaded to PW of substantially complete design documents (excluding standard drawings) for this project. The electronic data shall be in MicroStation format.

TASK 8: PROJECT MANAGEMENT

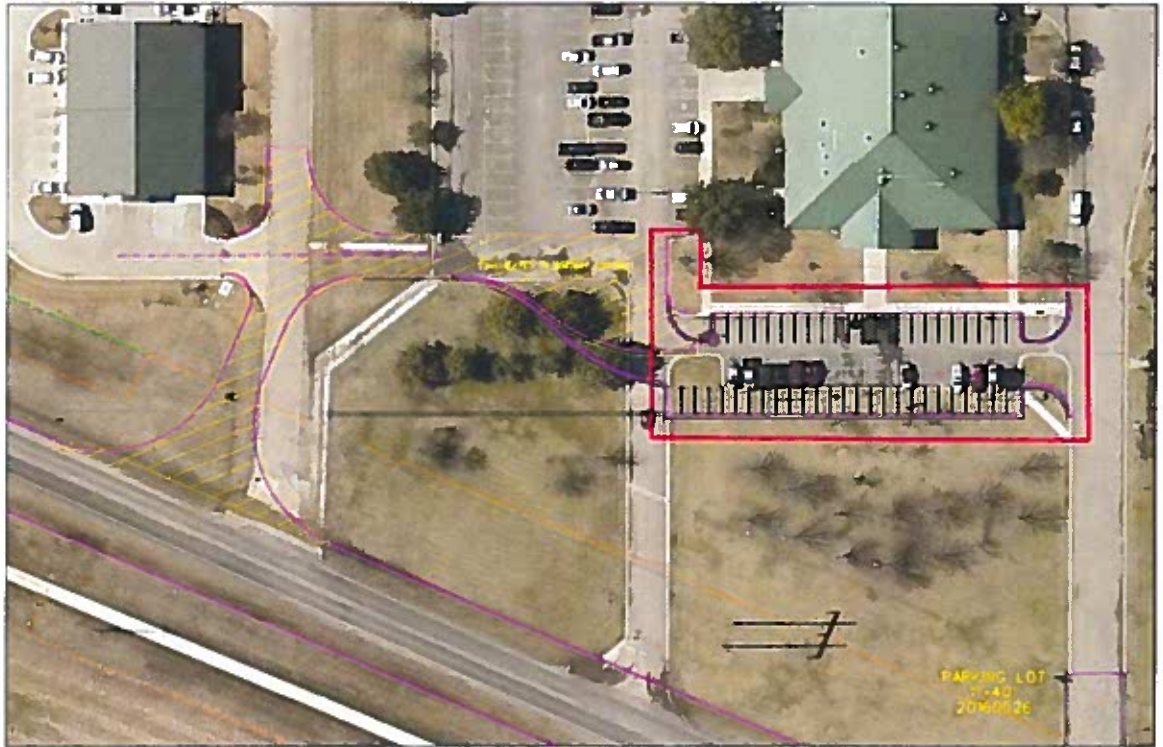
1. Collect Data. The Consultant shall collect, review and evaluate data including "as-built plans", right of way maps, SUE mapping, existing cross sections, existing planimetric mapping, environmental documents, documents for existing and proposed developments in the project vicinity, utility plans and documents.
2. Field Reconnaissance. The Consultant shall conduct field reconnaissance and collect data including a photographic record of notable existing features.
3. Design Criteria. The Consultant shall develop project specific design criteria (typical sections, drainage criteria, geometric criteria, etc.)
4. Meeting Attendance. The Consultant shall attend coordination meetings with the County and submittal review meetings.
5. Prepare Monthly Progress Reports. Reports will include progress documentations.
6. Administration. Invoicing, meeting minutes, documentation of correspondence, coordination with sub-consultants, maintain project schedule.

7. Project Schedule – Prepare, and update as needed, a design schedule for the East Parking Lot expansion with milestones in Microsoft Project. Submit in native format within 30 days of NTP and at each submittal.

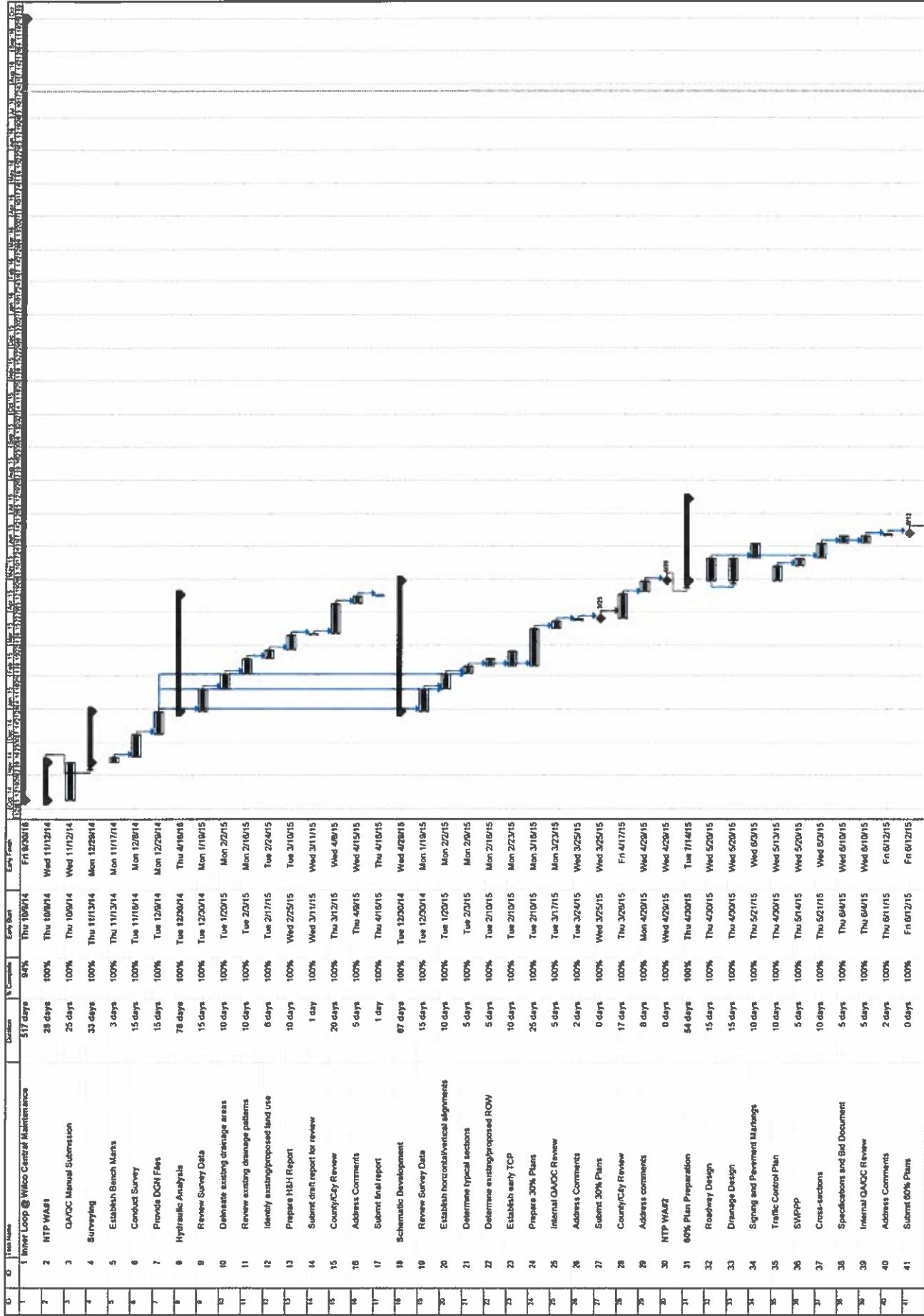
TASK 10: MISCELLANEOUS

1. Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement for an additional fee.

Exhibit A

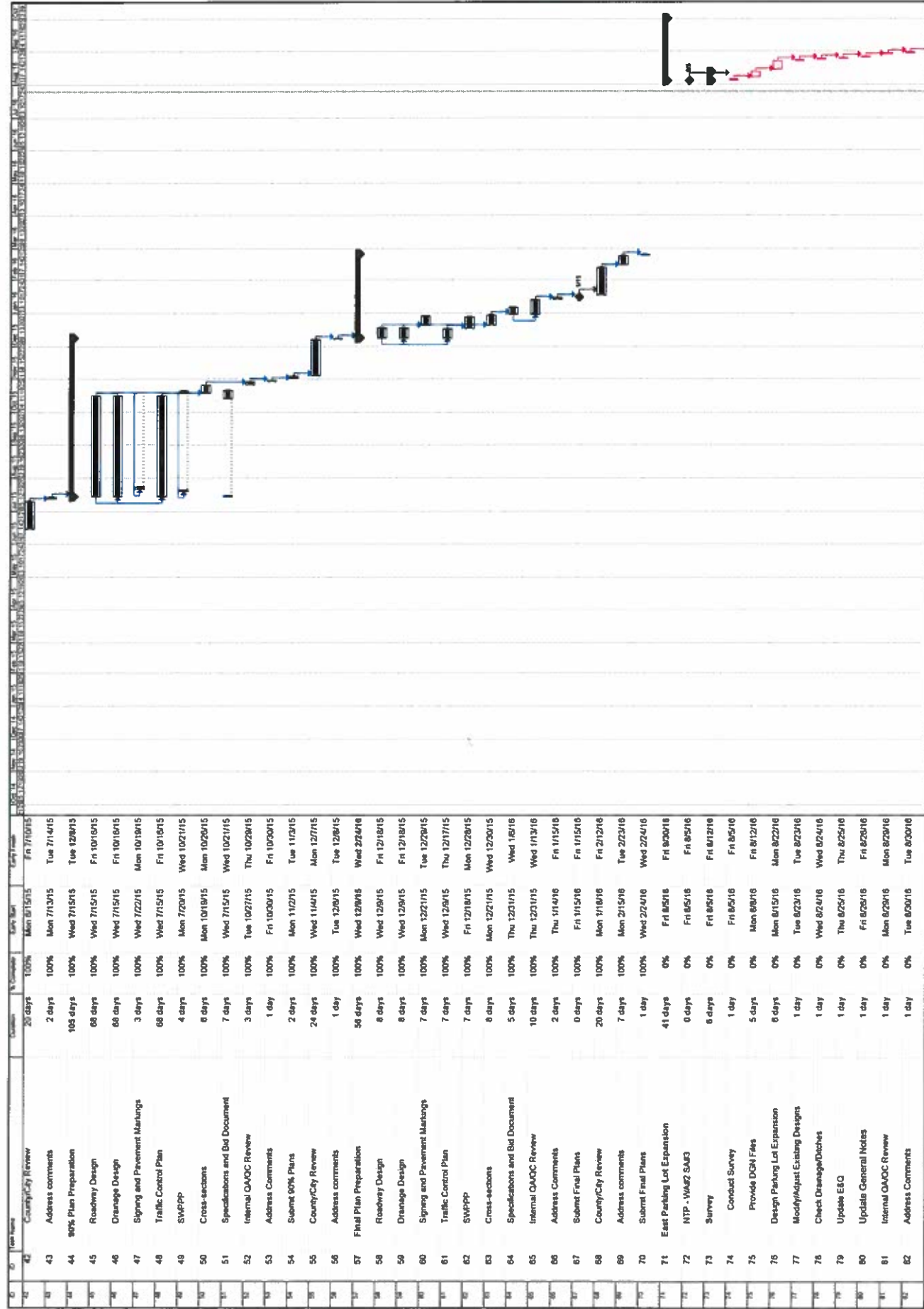


Attachment C - Work Schedule



Task: Critical Task, Progress: Milestone, Summary: Related To Task, Related To Milestone, Related To Program, Milestone, Group By Summary, Milestone, Project Boundary, Milestone, Page 1

Attachment C - Work Schedule



Link
 Critical Path
 Progress
 Milestones
 Summary
 Resource Use Log
 Related to Critical Path
 Related to Milestones
 Related to Progress
 Critical Times
 Project Boundary
 Group by Boundary
 Outline

Page 2

Attachment C - Work Schedule

ID	Task Name	Duration	% Complete	Start Date	End Date
83	Submit Inform Design	0 days	0%	Tue 8/20/16	Tue 8/20/16
84	County/City Review	20 days	0%	Wed 8/24/16	Tue 9/27/16
85	Address Comments	2 days	0%	Wed 9/28/16	Thu 9/29/16
86	Submit Final Plans	1 day	0%	Fri 9/30/16	Fri 9/30/16

Task
 Create Task
 Progress
 Measure
 Summary
 Related US Link
 Related US Task
 Related US Milestone
 Related US Member
 Related US Program
 Start
 Extended Items
 Project Summary
 Group By Summary
 Collapse
 Group By Summary
 Collapse

Attachment D - Fee Schedule

TASK	FIRM NAME	FEE
TASK 1: SURVEYING	SAM	\$2,110.00
TASK 2: GEOTECHNICAL INVESTIGATIONS	CORSAIR	\$0.00
TASK 3: ROADWAY DESIGN	BRIDGEFARMER	\$20,085.00
TASK 4: ENVIRONMENTAL REVIEWS	COX-MCLAIN	\$0.00
TASK 5: DRAINAGE DESIGN	BRIDGEFARMER	\$3,160.00
TASK 6: SIGNING AND PAVEMENT MARKINGS	BRIDGEFARMER	\$1,120.00
TASK 7 & 8: PROJECT MANAGEMENT	BRIDGEFARMER	\$2,150.00
SUBTOTAL		\$28,625.00
EXPENSES		
	BRIDGEFARMER	\$271.50
	SAM	\$204.00
	CORSAIR	\$0.00
	COX-MCLAIN	\$0.00
SUBTOTAL		\$475.50
GRAND TOTAL		\$29,100.50

Attachment D - Fee Schedule

Bridgfarmer & Associates - Williamson County Inner Loop at Central Maintenance

TASK 1: SURVEYING									
	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE	
See subconsultant fee estimate (SAM)									
Review Sub-consultant plans	1	1					2	\$230.00	
HOURS SUB-TOTALS	1	1	0	0	0	0	2	\$230.00	
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00			
SUBTOTAL Route & Design Studies	\$120.00	\$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$230.00	\$230.00	
TASK 2: GEOTECHNICAL INVESTIGATION									
	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE	
See subconsultant fee estimate (CORSAIR)									
Review Sub-consultant plans							0	\$0.00	
HOURS SUB-TOTALS	0	0	0	0	0	0	0	\$0.00	
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00			
SUBTOTAL Route & Design Studies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
TASK 3 ROADWAY DESIGN									
	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE	
Modifications									
Modify Driveway Vertical Alignment		1			1		2	\$200.00	
Modify Driveway Horizontal Alignment		1			1		2	\$200.00	
Modify TCP (Parking Lot)	1	3		3	1		8	\$825.00	
Modify TCP (To Include Section C)	2	24		40	24		90	\$8,840.00	
Driveway Grading	1	4		8	2		15	\$1,500.00	
Update Removals	1	2		2	1		6	\$620.00	
Parking Lot Expansion									
Parking Lot Design	1	4		8	4		17	\$1,680.00	
Illumination		4		16	8		28	\$2,680.00	
HOURS SUB-TOTALS	6	43	0	77	42	0	168	\$16,545.00	
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00			
SUBTOTAL Roadway Design	\$720.00	\$4,730.00	\$0.00	\$7,315.00	\$3,780.00	\$0.00	\$16,545.00	\$16,545.00	

Attachment D - Fee Schedule

Bridgfarmer & Associates - Williamson County Inner Loop at Central Maintenance

TASK 3A: Miscellaneous Roadway	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE
General Notes & Specifications								
Update Quantities	2	4		8	2		16	\$1,620.00
Amend General Notes	3	4					7	\$800.00
							0	\$0.00
Preparation / Plotting for Submittals								
100% QC (internal) Submittal Review	2	8					10	\$1,120.00
							0	\$0.00
							0	\$0.00
							0	\$0.00
HOURS SUB-TOTALS	7	16	0	8	2	0	33	\$3,540.00
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00		
SUBTOTAL Miscellaneous Roadway	\$840.00	\$1,760.00	\$0.00	\$760.00	\$180.00	\$0.00	\$3,540.00	\$3,540.00

TASK 4: ENVIRONMENTAL REVIEWS	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE
See subconsultant fee estimate (COX-MCLAIN)								
Review Sub-consultant plans							0	\$0.00
HOURS SUB-TOTALS	0	0	0	0	0	0	0	\$0.00
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00		
SUBTOTAL Route & Design Studies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TASK 5: DRAINAGE DESIGN	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE
Hydrologic and Hydraulic Drainage Design								
Update Minor Drainage Areas	1	4		8	2		15	\$1,500.00
Check Ditches		2		8	2		12	\$1,160.00
							0	\$0.00
SWPPP:								
Update SWPPP		2		2	1		5	\$500.00
HOURS SUB-TOTALS	1	8	0	18	5	0	32	\$3,160.00
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00		
SUBTOTAL Drainage Design	\$120.00	\$880.00	\$0.00	\$1,710.00	\$450.00	\$0.00	\$3,160.00	\$3,160.00

Attachment D - Fee Schedule

Bridgefarmer & Associates - Williamson County Inner Loop at Central Maintenance

TASK 6: SIGNING AND PAVEMENT MARKINGS	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE
Parking Lot Striping and Signing	1	4		4	2		11	\$1,120.00
HOURS SUB-TOTALS	1	4	0	4	2	0	11	\$1,120.00
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00		
SUBTOTAL Signing and Pavement Marking	\$120.00	\$440.00	\$0.00	\$380.00	\$180.00	\$0.00	\$1,120.00	\$1,120.00

TASKS 7 & 8: SPECIFICATION, BID DOCUMENTS, AND PROJECT MANAGEMENT	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE
Meetings:								
Monthly Status / Coordination / Meeting Minutes	2	2		2			6	\$650.00
Internal Coordination & Subconsultants	1						1	\$120.00
Teleconferencing / Documentation	1						1	\$120.00
Administration:								
Prepare Monthly Progress Reports	2					2	4	\$340.00
Project Schedule - Prepare / Update	2						2	\$240.00
Prepare Modified Bid Package	2	4					6	\$680.00
HOURS SUB-TOTALS	10	6	0	2	0	2	20	\$2,150.00
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00		
SUBTOTAL Project Management	\$1,200.00	\$660.00	\$0.00	\$190.00	\$0.00	\$100.00	\$2,150.00	\$2,150.00

Summary	Project Manager	Senior Engineer	Design Engineer	EIT	Senior CADD Operator	Admin / Clerical	Total	PROPOSED FEE
BRIDGEFARMER TOTAL HOURS BY CLASSIFICATION:	28	78	0	109	51	2	268	\$26,745.00
LABOR RATE PER HOUR	\$120.00	\$110.00	\$105.00	\$95.00	\$90.00	\$50.00		
BRIDGEFARMER ALL FUNCTION CODES	\$3,120.00	\$8,580.00	\$0.00	\$10,385.00	\$4,590.00	\$100.00	\$26,745.00	\$26,745.00

Other Direct Expenses	UNIT	CHARGE	DIRECT EXPENSE TOTAL COST
Mileage			
CD-ROM	100	\$0.54	\$ 54.00
Courier Services			\$ -
Photocopies BW (8 1/2" X 11")	100	\$0.15	\$ 15.00
Photocopies BW (11" X 17")	1350	\$0.15	\$ 202.50
Photocopies Color (11" X 17")			\$ -
			\$0.00
			\$271.50

TOTAL	TOTAL
	\$27,016.50

Commissioners Court - Regular Session

24.

Meeting Date: 08/16/2016

Real Estate Contract

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Real Estate Contract with Edward and Teresa Self regarding 3.24 AC in Bartlett, TX.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Self Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 09:55 AM

Started On: 08/11/2016 09:45 AM

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by EDWARD J. SELF and TERESA B. SELF (referred to collectively in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 3.24 acres out of the I. & G.N.R.R. Company Survey, Abstract No. 765, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein; and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibits "A", compensation for any improvements on the Property, and any damage or cost of cure for the remaining property of Seller arising out of this conveyance shall be the sum of TWO HUNDRED THIRTY THOUSAND and 00/100 Dollars (\$230,000.00).

Payment of Purchase Price

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

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

- (1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;
- (2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Georgetown Title, Round Rock office on or before August 26, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibits "A", free and clear of any and all liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable;
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted;
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
- (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".
- (d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each party incurring them respectively.

**ARTICLE VI
BREACH BY SELLER**

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

**ARTICLE VII
BREACH BY PURCHASER**

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

**ARTICLE VIII
MISCELLANEOUS**

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

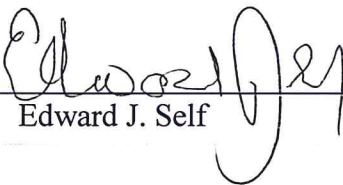
Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Rent

8.12 Seller may rent the Property from Buyer for the amount of \$500 per month on a month-to-month basis for a period of eight (8) months after closing. Seller will be responsible for acquiring all personal and property liability insurance on the property naming Buyer as additional insured.

SELLER:

By: 
Edward J. Self

Address: 6801 FM 972
Bartlett, Texas 76511

Date: 08/10/2016

By: 
Teresa B. Self

Address: 6801 FM 972
Bartlett, Texas 76511

Date: 08/10/2016

(purchaser signature on following page)

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

Commissioners Court - Regular Session

25.

Meeting Date: 08/16/2016

acceptance of donation deed - Novak Bros - addition to Twin Springs

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 acceptance of Donation Deed from Novak Preserve, LLC, of a 3.17 acre tract adjacent to the south boundary of Twin Springs Preserve (recognized Karst Fauna Area).

Background

This donation is a triangle shaped tract on the west end of the Novak Preserve LLC development, off of CR 262. It is bounded on the north by Twin Springs Preserve (Williamson County and the Williamson County Conservation Foundation) on the east by the Novak Preserve and on the southwest by US Army Corps of Engineers land. It buffers the preserve and likely has a small component of Golden Cheeked Warbler (GCW) habitat. It will provide alternative routing for pathways inside of Twin Springs that connect to the Goodwater Trail around Lake Georgetown as well as providing an additional buffer to the Twin Springs Preserve for the Novak development.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

copy of donation deed - Novak Preserve to Williamson County

graphic of Twin Springs Preserve

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gary Boyd

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 09:55 AM

Started On: 08/03/2016 09:37 AM

DONATION DEED

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That NOVAK PRESERVE, LLC, a Texas limited liability company, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) or other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donate and by these presents do Donate, Grant, Bargain, and Convey unto WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantee", all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 3.17 acres of land situated in the J. Sutherland Survey, Abstract No. 554, in Williamson County, Texas, being a portion of a called 36.10 acre tract of land described in General Warranty Deed to Novak Preserve, LLC, recorded in Document No. 2015044605 of the Official Public Records of Williamson County, Texas. Said 3.17 acre tract being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County,

Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 305, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of August, 2016.

[signature page follows]

GRANTOR:
NOVAK PRESERVE, LLC

By: [Signature]

Printed Name: Jeff Novak

Its: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 9th day of August, 2016 by Jeff Novak, in the capacity and for the purposes and consideration recited therein.

[Signature]
Notary Public, State of Texas

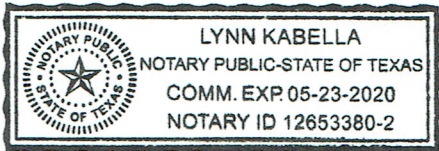


EXHIBIT A

3.17 ACRES
J. SUTHERLAND SURVEY,
ABSTRACT NO. 554
WILLIAMSON COUNTY, TEXAS

PAGE 1 OF 3

PROPERTY DESCRIPTION

BEING 3.17 ACRES OF LAND SITUATED IN THE J. SUTHERLAND SURVEY, ABSTRACT NO 554, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 36.10 ACRE TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED TO NOVAK PRESERVE, LLC, RECORDED IN DOCUMENT NO. 2015044605 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 3.17 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rebar with illegible cap found for the Northwest corner of said 36.10 acre tract and an exterior corner of Lot 1, Block A, AMENDED PLAT OF LOTS 4-10, BLOCK A, RUSSELL PARK ESTATES SECTION ONE AND LOT 1, BLOCK A, RUSSELL PARK ESTATES SECTION TWO, a subdivision recorded in Cabinet AA, Slide 309-314 of the Plat Records of Williamson County, Texas, also being in the Northeast line of a called 270 acre tract of land described in a General Warranty Deed to the United States of America, recorded in Volume 533, Page 600 of the Deed Records of Williamson County, Texas;

THENCE **North 68°30'57" East** along the Northwest line of said 36.10 acre tract and the Southeast line of said Lot 1, a distance of distance **502.92** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set, from which a 1/2-inch iron rebar found in said Northwest line of the 36.10 acre tract and said Southeast line of Lot 1, bears North 68°30'57" East a distance of 182.93 feet;

THENCE **South 23°27'28" East** over and across said 36.10 acre tract, a distance of **549.52** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the Southwest line of said 36.10 acre tract and said Northeast line of the 270 acre tract, from which a Brass Disc in Concrete found for the South corner of said 36.10 acre tract and an interior corner of said 270 acre tract, bears South 65°01'19" East a distance of 316.52 feet;

3.17 ACRES
J. SUTHERLAND SURVEY,
ABSTRACT NO. 554
WILLIAMSON COUNTY, TEXAS


PAGE 2 OF 3

THENCE **North 65°01'19" West** along said Southwest line of the 36.10 acre tract and said Northeast line of the 270 acre tract, a distance of **757.58** feet to the **POINT OF BEGINNING** and containing 3.17 acres of land more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.00015.

This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on April 7, 2016.




Travis S. Tabor, RPLS 6428
Steger & Bizzell Engineering Inc.
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPLS Firm No. 10003700

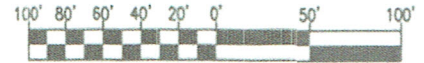
22317-Body_3.17 Acre-M&B.doc

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

J.W. LOCKHART SURVEY
ABSTRACT NO. 404

LOT 1
BLOCK A
AMENDED PLAT OF LOTS 4-10, BLOCK A,
RUSSELL PARK ESTATES SECTION ONE
AND LOT 1, BLOCK A,
RUSSELL PARK ESTATES SECTION TWO
CAB. AA, SLIDE 309-314
P.R.W.C.T.



GRAPHIC SCALE



WILLIAMSON COUNTY, TEXAS
DOC. NO. 2008008443
O.P.R.W.C.T.

N68°30'57"E 502.92'
APPROXIMATE LOCATION
OF SURVEY LINE

182.93'
N68°30'57"E

S23°27'28"E 549.52'

NOVAK PRESERVE, LLC
36.10 ACRES
DOC. NO. 2015044605
O.P.R.W.C.T.

ILLEGIBLE

POINT OF
BEGINNING

J. SUTHERLAND SURVEY
ABSTRACT NO. 554

3.17
ACRES

THE UNITED STATES
OF AMERICA
270.00 ACRES
VOL. 533, PG. 600
D.R.W.C.T.

N65°01'19"W 757.58'

LEGEND

- BRASS DISC IN CONCRETE FOUND
- IRON REBAR FOUND (1/2", OR AS NOTED)
- IRON REBAR WITH CAP FOUND (1/2", OR AS NOTED)
- IRON REBAR WITH CAP SET (1/2" STAMPED "RPLS 5784")
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

THIS SURVEY WAS PREPARED FOR CONVEYANCE TO WILLIAMSON COUNTY, TEXAS AND IS EXEMPT FROM PLATTING REQUIREMENTS UNDER SECTION 3.08.020-F.

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), CENTRAL ZONE (4203). DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00015.

THIS SURVEY PLAT ACCOMPANIES A METES AND BOUNDS DESCRIPTION OF EVEN DATE.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS SURVEYOR. THERE MAY BE ADDITIONAL EASEMENTS, RESTRICTIONS, CHANGES IN LOT LINES, OR ENCUMBRANCES WHICH MAY AFFECT THE PROPERTY SHOWN HEREON.

THIS MAP WAS PREPARED FROM AN ON-THE-GROUND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION. THE FIELD WORK WAS COMPLETED ON APRIL 7, 2016.

[Signature]
07/05/2016



Line Table		
Line #	Direction	Length
L1	S65° 01' 19"E	316.52'

BOUNDARY SURVEY OF 3.17 ACRES IN THE
J. SUTHERLAND SURVEY, ABSTRACT NO. 554,
WILLIAMSON COUNTY, TEXAS

STEGER BIZZELL

1972 S. AUSTIN AVENUE GEORGETOWN, TX 78626


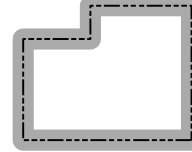
PH: 512.930.9412 TEXAS REGISTERED ENGINEERING FIRM # 10118 STEGERBIZZELL.COM

CIVIL ENGINEERS SURVEYORS ARCHITECTS

DATE 07/05/2016 JOB NO. 22317

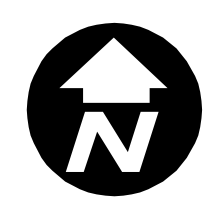


Legend

-  Roads
-  Parks

Twin Springs Preserve
Williamson County, Texas

500 Feet



MAP DATE: 7-20-2009
 MAP AUTHOR:
 GIS Staff
 MAP CONTACT:
 GIS Staff
 Williamson County
 301 SE Inner Loop Suite 107
 Georgetown, TX 78627
 Phone: 512-943-1489
 Fax: 512-943-1488
 gis@wilco.org

DISCLAIMER - PLEASE READ:
 This map is for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

Commissioners Court - Regular Session

26.

Meeting Date: 08/16/2016

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
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Attachments

[budget.Comm.covey](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 08:38 AM

Started On: 07/14/2016 04:22 PM

Commissioners Court - Regular Session

27.

Meeting Date: 08/16/2016

FY 17 Proposed Compensation

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on FY 17 proposed compensation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 08:38 AM

Started On: 07/14/2016 04:57 PM

Commissioners Court - Regular Session

28.

Meeting Date: 08/16/2016

FY 17 Proposed Compensation

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider adopting salaries and other compensation (per diem) for elected officials and authorize publication of notice.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 08:38 AM

Started On: 07/14/2016 04:58 PM

Commissioners Court - Regular Session

29.

Meeting Date: 08/16/2016

FY 17 Proposed Compensation

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing written notice of each elected official of his/her salary and other compensation to be included in the 2016-2017 budget.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 07/15/2016

Reviewed By

Wendy Coco

Date

07/15/2016 08:38 AM

Started On: 07/14/2016 04:59 PM

Commissioners Court - Regular Session

30.

Meeting Date: 08/16/2016

FY 17 Retirement Rate

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the FY 17 Texas County and District Retirement System (TCDRS).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:03 AM

Started On: 08/03/2016 09:42 AM

Commissioners Court - Regular Session

31.

Meeting Date: 08/16/2016

Proposed maximum total tax rate for Williamson County and R/FM for tax year 2016.

Submitted For: Deborah Hunt

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to include a record vote on a proposed total maximum tax rate for Williamson County and R/FM for tax year 2016.

Background

Take a record vote on a total proposed tax rate for the 2016 tax year. The proposed rate is the sum of M&O, I&S and R/FM. You do not need to discuss or vote on the individual rates.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/02/2016

Reviewed By

Wendy Coco

Date

08/02/2016 11:07 AM

Started On: 08/02/2016 10:29 AM

Commissioners Court - Regular Session

32.

Meeting Date: 08/16/2016

Discuss, consider and take appropriate action on scheduling two public hearing dates.

Submitted For: Deborah Hunt

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on scheduling two public hearing dates if the proposed maximum total tax rate exceeds the total effective tax rate of \$0.446618.

Background

If the proposed tax rate is higher than \$0.446618, vote on setting the following dates as the two public hearing dates prior to adopting the tax rate.

1st Public Hearing - August 30th

2nd Public Hearing - September 6th

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/02/2016

Reviewed By

Wendy Coco

Date

08/02/2016 11:07 AM

Started On: 08/02/2016 10:36 AM

Commissioners Court - Regular Session

33.

Meeting Date: 08/16/2016

Tax Collection Agreement

Submitted For: Deborah Hunt

Submitted By: Judy Kocian, County Tax Assessor
Collector

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between West Williamson County Municipal Utility District No. 2 and the County of Williamson, Texas.

Background

The two original documents of the Tax Collection Agreement with the West Williamson County MUD No. 2 requires the County Judge's signature as well as the County Tax Assessor Collector. The original documents have been signed by the County Tax Assessor Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. All completed originals should be returned to the Tax Assessor Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MUD

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Judy Kocian

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/11/2016 10:35 AM

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

WHEREAS, West Williamson County Municipal Utility District No. 2 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between West Williamson County Municipal Utility District No. 2, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

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

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not

sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

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

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

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

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

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

Executed _____, 20__.

COUNTY OF WILLIAMSON

Dan A. Gattis, County Judge
County of Williamson

Deborah M. Hunt

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

JURISDICTION

Justin Lange

Justin Lange, President

RESOLUTION NO. _____

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, West Williamson County Municipal Utility District No. 2 desires to levy an ad valorem tax in each fiscal year; and

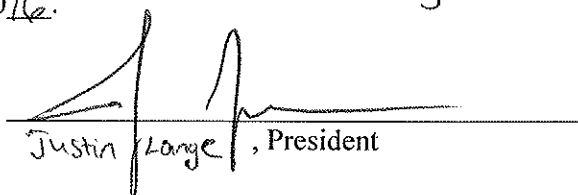
WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

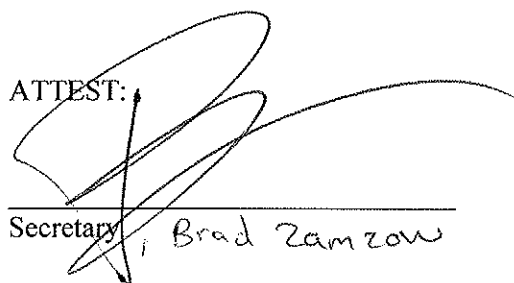
WHEREAS, the President of the West Williamson County Municipal Utility District No. 2 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE WEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 2 THAT:

The President of the West Williamson County Municipal Utility District No. 2 is hereby authorized and directed to enter into a contract on behalf of the District with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a ~~regular~~ ^{special} meeting of the Board of the West Williamson County Municipal Utility District No. 2 on the 28th day of July, 2016.


Justin Lange, President

ATTEST:

Secretary, Brad Zamzow

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with West Williamson County Municipal Utility District No. 2 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with West Williamson County Municipal Utility District No. 2 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 20__.

Dan A. Gattis, County Judge
County of Williamson

ATTEST:

Nancy Rister
Williamson County Clerk

Commissioners Court - Regular Session

34.

Meeting Date: 08/16/2016

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
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Attachments

proposed.b.o.

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Rebecca Clemons
Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:04 AM
Started On: 08/10/2016 10:07 AM

**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

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 Friday	November 24, 2016 November 25, 2016
Christmas Holiday	Friday Monday	December 23, 2016 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.

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 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.

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
- ~~e) An award or plaque upon retirement for employee recognition. All purchases must display (i.e. engraving) information regarding the purpose of the employee recognition.~~
- ~~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
- ~~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.

8. **WM-City of Hutto and Hutto ISD Fund:** 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. Interpretations and clarifications as to legal requirements and Purchasing Policies should be addressed by the Purchasing Department and legal counsel as necessary.
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

Commented [RC2]: One sentence added by legal

~~4. Any questions related to conformance of county Purchasing Policies should be directed to the Purchasing Department prior to making a purchase.~~

Commented [RC3]: Purchasing is proposing including a summary in the general policies area of the budget order with a link to additional information online.

~~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.~~
- ~~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.
- 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#) 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#) Any questions or extenuating circumstances should be directed to the Accounts Payable department.
- o#) 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#) Cell phone use will be reimbursed/paid according to the county cell phone policy ~~attached hereto as Addendum A.~~

~~q#)~~ 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#)~~ Transfer of funds out of the following line items will not be allowed:

- i) Training
- ii) Gasoline
- iii) Cell Phones

~~t#)~~ Transfer of funds into any of the above line items may be allowed.

u#) 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#) 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
- 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

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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.

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

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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.

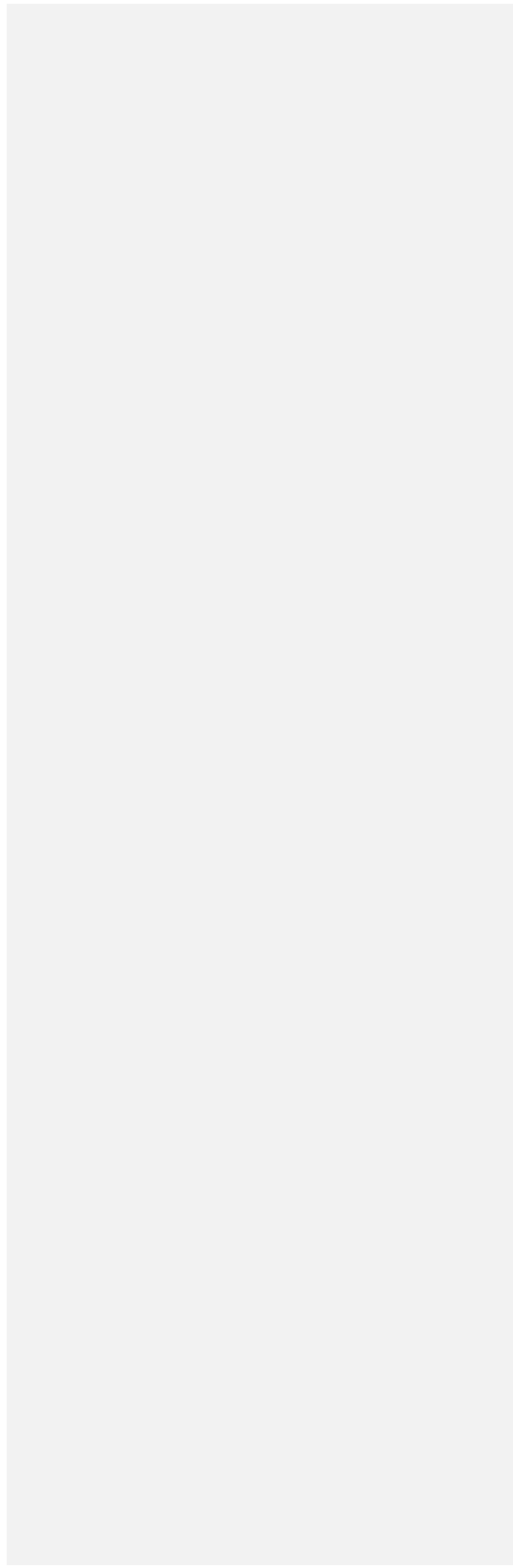
VIII. An approved cell phone stipend will not follow an employee if the employee changes positions.

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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DRAFT



Commissioners Court - Regular Session

35.

Meeting Date: 08/16/2016

CAHFC

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 authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County relating to the Capital Area Housing Finance Corporation's Single Family Mortgage Revenue Bonds (Fairway Landings at Plum Creek Apartments Project) Series 2016.

Background

The certificates set forth that the Commissioners Court: (1) has not taken any action affecting the bonds subject of the certificate; (2) has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; (3) has no knowledge of any pending litigation against the Capital Area Housing Finance Corporation.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cover Letter

Certificate

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:03 AM

Started On: 08/08/2016 10:24 AM



August 4, 2016

The Honorable Dan A. Gattis
Williamson County Judge
Williamson County Courthouse
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Fairway Landings at Plum Creek Apartments Project), Series 2016

Dear Judge Gattis:

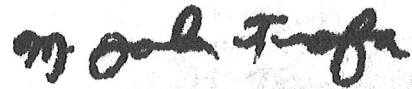
The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$30,000,000 in order to provide funds to finance the costs of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are three (3) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by you as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.** In addition, we have confirmed with the Office of the Attorney General of Texas that it is permissible for the County Judge to execute the General Certificate without a meeting of the Commissioners Court.

Please review the General Certificate and call me at 512-349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute all three (3) signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than **Friday, September 2nd.**

CAPITAL AREA HOUSING FINANCE
CORPORATION



By _____

M. John Trofa
General Counsel

Enclosures

cc: Greg Boatright
Capital Area Housing Finance Corporation
Board Member, Williamson County

GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the "County"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "Attorney General") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "Corporation") related to the issuance by the Corporation of its bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Fairway Landings at Plum Creek Apartments Project), Series 2016" issued in an aggregate principal amount not to exceed \$30,000,000 (the "Bonds").

2. The Commissioners Court (the "Governing Body") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "Act"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The officers and directors of the Corporation are currently as follows:

NAME	OFFICE
Greg Boatright	President
Mark A. Mayfield	Vice-President
Jim Wither	Secretary
Robert A. Mauck	Director
Judge Ken Schawe	Director
Judge Edward Janecka	Director
Randy Leifeste	Director
Ryan Thomason	Director
Commissioner Mark Jones	Director
Commissioner Maurice Pitts, Jr.	Director

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the

issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Dan A. Gattis

ATTEST

By _____
[Deputy] County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

Commissioners Court - Regular Session

36.

Meeting Date: 08/16/2016

Termination Letter

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 termination of the Williamson County Mobile Crisis Services Interlocal Agreement, dated effective the 5th day of January, 2016, executed by Williamson County and Bluebonnet Trails Community Services.

Background

Representatives from Williamson County MOT will be present in Commissioners Court to address any questions relating to this request for termination.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Notice of Termination

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:06 AM

Started On: 08/08/2016 04:22 PM



DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

August 16, 2016

Bluebonnet Trails Community Services
c/o: Andrea Richardson
1009 North Georgetown Street
Round Rock, Texas 78664

RE: Termination of Williamson County Mobile Crisis Services Interlocal Agreement, dated effective the 5th day of January, 2016 (the "Agreement")

Dear Ms. Richardson,

This letter is to provide notice to Bluebonnet Trails Community Services that Williamson County is exercising its right to terminate the Agreement, for convenience, in accordance with Section 8 of the Agreement. This termination shall be effective as of ninetieth (90th) calendar day from your receipt of this notice or on the third business day after the date of mailing of such notice to you, whichever is later.

If you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

Dan A. Gattis,
County Judge

Commissioners Court - Regular Session

37.

Meeting Date: 08/16/2016

City of Taylor Water, Wastewater, and Garbage Service Commercial Contract

Submitted For: Randy Bell

Submitted By: Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding agreement with the City of Taylor for water and related services for the Williamson County Exposition Center, including but not limited to ratification of termination of the initial contract, and approval for new services to begin September 9, 2016.

Background

Services are necessary to move forward with operations and maintenance of the facility.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

City of Taylor Water, Wastewater, and Garbage Service Commercial Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 08/12/2016

Reviewed By

Wendy Coco

Date

08/12/2016 03:39 PM

Started On: 08/10/2016 11:04 AM

CITY OF TAYLOR
WATER, WASTEWATER, AND GARBAGE SERVICE
COMMERCIAL CONTRACT



****DEPOSIT AND CONNECTION FEE REQUIRED****
****VALID PHOTO ID FOR ALL APPLICANTS AS WELL AS COPY OF LEASE OR PROOF OF OWNERSHIP ALSO REQUIRED****

FOR OFFICE USE ONLY	
SERVICE ORDER # _____	SERVICE ACCOUNT #: _____
BDW DATE & ACT # _____	BDW AMOUNT: _____

NEW SERVICE ACCOUNT INFORMATION:

START DATE: 9/9/16 INSPECTION COMPLETED
ADDRESS: 210 Carlos Parker Blvd, Taylor, TX 76574
MAILING ADDRESS: 219 Perry Mayfield, Leander, TX 78641
BUSINESS NAME: Williamson County-Parks and Recreation Dept - Expo
BUSINESS TYPE: NON-PROFIT GOVERNMENT PROFIT OTHER _____
BUSINESS TAX ID: 74-6000978-4
REPRESENTATIVE NAME: Benita Bonner -
DRIVERS LICENSE #: N/A DATE OF BIRTH: N/A
BUSINESS PHONE: 512-943-1920 CELL PHONE: _____

TRANSFER INFORMATION:

TRANSFERRING FROM ADDRESS: _____
TRANSFERRING ACCOUNT NUMBER: _____

PREFERRED BILLING METHOD:

US Mail E-Mail Account _____ Both

DG
Initial

Customers are responsible for the timely payment of their Utility Billing Account whether the bill is received or not. Utility bills are mailed to customers each month and are due according to the appropriate assigned billing cycle or zone. If you do not receive your utility bill please contact the Utility Billing Division as soon as possible.

DG
Initial

Customers are responsible for the accuracy of their Utility Bill. If you find an error please contact the Utility Billing Division as soon as possible.

DG
Initial

* If not paid by the due date, a penalty of 10% of the unpaid balance is applied to the account. Full payment including penalty charge is due 10 days later. (See chart below).

Subject to and preempted by CHAPTER 2251
of the TEXAS Government Code

DG
Initial

Service will be disconnected if full payment is not received after the 10 day grace period and will include an administrative fee of \$25.00. This is NOT a disconnect fee, it is an administrative fee, and will be charged whether your service is disconnected or not.

DG
Initial

To restore service the past due balance and all penalties/fees must be paid. After payment is received, service will be restored by the end of business day.

DG
Initial

Services restored AFTER HOURS will be charged a \$50.00 after hours connection fee.

DG
Initial

It is unlawful for any person or property owner to reconnect or attempt to reconnect service and is punishable by fine up to \$1000.00 and/or jail. If meters are found to be tampered with (locks cut, etc.) additional fees will be charged to the account.

DG
Initial

If the water service is currently off, it is the responsibility of the customer to make sure that all water sources inside and outside of the business are off at the time the water is turned on. If the water meter shows that a water source is on, it will be turned off to avoid any flooding. In the event this happens, there will be an additional return trip fee charged in the amount of \$20.00. The City of Taylor is not responsible for any damages caused by flooding due to the negligence of the customer.

DG
Initial

Please keep meter box areas easily accessible to City Staff and free of debris/growth.

If the due date falls on a date that the City of Taylor offices are closed (a weekend or holiday) you can still make your payment after hours by utilizing the night drop box at the Utility Billing office or via the website at www.taylor.tx.gov .

The chart below shows where your account will fall in the 4-Zone Billing Schedule by the first two digits of your account number.

Accounts that begin with	New Billing Zone	Billed & Due Dates	Late Notice Mailed & Due BY Dates	If paid after dates below, a \$25 Admin. Fee will be Applied <u>ON</u> the
14, 15, 16, 17, 18, 23, 27, 29, 31	1	5th / 20th	21st / 30th	1st
06, 07, 12, 13, 24, 25, 30	2	12th / 27th	28th / 7th	8th
01, 02, 03, 04, 05, 09, 28, 32	3	19th / 3rd	4th / 14th	15th
08, 10, 11, 19, 20, 21, 22, 26	4	26th / 10th	11th / 21st	22nd

SIGNATURE: _____ DATE: _____

SECONDARY SIGNATURE: _____ DATE: _____

CITY OF TAYLOR
Customer Service Agreement

I. PURPOSE

The City of Taylor is responsible for protecting the drinking water supply from contamination or pollution, which could result from improper private water distribution system construction or configuration. The purpose of this service agreement is to notify each customer of the restrictions, which are in place to provide this protection. The City of Taylor enforces these restrictions to ensure public health and welfare. Each customer must read and sign this agreement before the City of Taylor will provide continuous water supply. In addition, when service to and existing connection has been suspended or terminated the City of Taylor will not reestablish service unless there is a signed copy of this agreement on file.

II. RESTRICTIONS

The following unacceptable practices are prohibited by State regulations:

- A. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water supply by an air-gap or an appropriate backflow prevention device prevention device (Refer to list provided).
- B. No cross-connection between the public drinking water supply and a private system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the installation of the air-gaps or a reduced pressure-zone backflow prevention device.
- C. No connections that allow water to be returned to the public water supply are permitted.
- D. No pipe or pipe fitting which contains more that 8% lead may be used for the installation or repair of plumbing at any connection that provides water for human use.
- E. No solder or flux that contains more than .2% lead can be used for the installation or repair of plumbing at any connection that provides water for human use.

III. SERVICE AGREEMENT

The following are the terms of the service agreements between the City of Taylor and

Judge Don Gattis (printed name of customer).

The City of Taylor will maintain a copy of this agreement as long as the customer and/or the premises is connected to the City of Taylor's water supply.

- A. The customer shall allow the property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by the City of Taylor or its designated agent prior to initiating new water service, when there is reason to believe that cross-connections or other potential contamination hazards exist, or after any major changes to the private water distribution facilities. The inspections shall be conducted during the City of Taylor normal business hours.
- B. The City of Taylor shall notify the customer in writing of any cross-connection or other potential contamination hazard which has been identified during the initial inspection or the periodic re-inspection.
- C. The customer shall immediately remove or adequately isolate any potential cross-connections or other potential contamination hazards on his premises.
- D. The customer shall, at his own expense, properly install, test and maintain any backflow prevention device required by the City of Taylor. Original copies of all the testing and maintenance records shall be provided to the City of Taylor.

IV. ENFORCEMENT

If the customer contractor fails to comply with the terms of this service agreement the City of Taylor shall, at its option, either: terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the customer.

210 Carlos Parker BLVD
Service Address

Date

Judge Don Gattis
Customer Printed Name

Customer Signature

Secondary Customer Printed Name

Secondary Customer Signature



NOTICE

REQUEST FOR CONFIDENTIALITY OF PERSONAL INFORMATION MAINTAINED BY THE CITY OF TAYLOR UTILITY BILLING DEPARTMENT

Personal information in your City of Taylor Utility Department customer account record(s) (for example, your address & telephone number) is generally considered public information under the Texas Government Code, Chapter 552, Public Information Act. The Social Security number of a living person is confidential and may not be released in most cases.

The Texas Utilities Code, Chapter 182, Rights of Utilities Customers, provides that a government-operated utility may not disclose personal information if the customer requests that the government-operated utility keep the personal information confidential.

Chapter 182 provides exceptions to the confidentiality even when a customer requests confidentiality. Personal information in a customer's account records may be disclosed, for example, to other governmental agencies for official purposes, to consumer reporting agencies, and to other utilities.

A customer may rescind a request for confidentiality by providing the government-operated utility written permission to disclose personal information.

This form enables you to request confidentiality of your personal information under Texas Utilities Code, Chapter 182. If you wish to request confidentiality of your personal information, please initial the line below and return this form to the Utility billing Office at the address provided below.

_____ I request that my personal information maintained by the City of Taylor Utility Billing Department be kept confidential under Texas Utilities Code, Chapter 182. I understand that the City of Taylor Utility Billing Department does not charge a fee for this service.

Service Address

Date

Customer Printed Name

Customer Signature

Secondary Customer Printed Name

Secondary Customer Signature



EMERGENCY NOTIFICATION FORM

The City uses Blackboard Connect as its emergency notification system to alert residents and businesses when there is a disaster or emergency alert in their vicinity. You are encouraged to sign up for this service. You may choose to receive messages by any or all of these communications types: phone, text messages and email. Please provide the following:

Name: Clint Chitsey

Address: 219 Perry Mayfield

Primary phone: 512-943-1944 (m-Fri 8 to 5 pm)

Secondary phone: 903-575-7893

Email address: clint.chitsey@wilco.org

Please select the preferred method(s) of notification: *(Please select all that apply)*

- Telephone
- Text Messaging
- Email

OR

- I prefer to **NOT** sign up for the Emergency Notification service at this time.

Clint Chitsey
Signature

8/5/16
Date

Commissioners Court - Regular Session

38.

Meeting Date: 08/16/2016

Mtech Services Contract for Jail Chiller Replacement

Submitted By: Shirley Taylor, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Services Contract for Chilled Water System Replacement at the Williamson County Jail between MTech and Williamson County per TXMAS Contract TXMAS-15-03FAC01 for the total not to exceed amount of \$191,022.00.

Background

This is for the replacement of 2 remaining chillers for the Wilco Jail. This is the last of the R-22 chiller units for this building. The total contract price includes installation, bond, test and balance fees. The project will be funded out of 0100-0509-005300.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Mtech Jail Chiller Agreement](#)

[Mtech 1295 Form](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shirley Taylor

Final Approval Date: 08/12/2016

Reviewed By

Wendy Coco

Date

08/12/2016 03:39 PM

Started On: 08/10/2016 11:14 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
CHILLED WATER SYSTEM
REPLACEMENT
(TX-MAS-15-03FAC01)**

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 **Mtech Comfort Systems USA** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim,

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated August 4, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$191,022.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

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 <i>(including premises, completed operations and contractual)</i>	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

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.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated August 4, 2016, which is incorporated herein as if copied in full.

IX.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

X.

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.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof.

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Dan A. Gattis, County Judge

Date: _____, 20____

SERVICE PROVIDER:

Victor Manholi
Authorized Signature

VICTOR MANHOLI
Printed Name

DIRECTOR OF CONSTRUCTION
Title

Date: AUGUST 9, 2014

Exhibit "A"



1720 Royston Lane, Round Rock, TX. 78664 λ Phone: (512) 929-7090 λ Fax: (512) 873-7142
TACLA021308C / M-18971 / TECL 25202

TXMAS-15-03FAC01

BID TO: Williamson County Facilities

DATE: 8/4/16

ATTENTION: Toby Bonnet

2 CHILLER REPLACEMENT FOR THE WILLIAMSON COUNTY JAIL

INCLUDED IN PRICE:

1. Reclaim, store and reinstall water from existing chilled water systems
2. Reclaim refrigerant, disconnect and remove the existing chillers
3. (2) Carrier, 10.54 EER, 115 nominal tons, R134A refrigerant, 460/3phase air cooled chillers with scroll compressors, factory disconnect, BACnet communications, hail guards and single point electrical connection.
4. Hoisting and all necessary permits for street closure.
5. Modification to the existing chiller supports structure to accommodate the new chillers
6. Modification to the existing chilled water piping to accommodate the new chillers
7. (2) Thermometers, (1) Hoffman 79 air vent and (2) pressure gauges.
8. Thermal insulation of pipe with aluminum jacketing
9. Line and low voltage wiring for the removal and installation of chiller.
10. Factory start-up of new chiller with assistances from Mtech's start up department
11. (1) Year warranty on labor and factory warranty on chiller
12. Extended compressor factory warranty (no labor)

NOT INCLUDED IN PRICE:

1. Afterhours/Overtime work
2. Controls
3. Water Treatment
4. Providing and installing additional electrical or wiring
5. Chemical/Glycol
6. Structural engineering or related work.
7. 3rd Party testing of any kind not specifically noted above
8. 3rd Party Commissioning Agent Fees
9. Code upgrades or repair of equipment/material new or existing
10. Tax

QUOTED HVAC PRICE: \$184,500.00

ADD FOR BOND: \$1,050.00

TOTAL WITH BOND: \$188,550.00

ADD FOR TEST AND BALANCE IF REQUIRED: \$2,472.00

Jay Henson

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Mtech
Round Rock, TX United States

Certificate Number:
2016-96774

Date Filed:
08/09/2016

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

Williamson County

Date Acknowledged:

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.

2016-080916
Replace 2 Chillers

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.

6 AFFIDAVIT

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



Victor Mangold
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Victor Mangold, this the 9th day of August, 2016, to certify which, witness my hand and seal of office.

Rachel Seca Rachel Seca
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

Commissioners Court - Regular Session

39.

Meeting Date: 08/16/2016

Discuss consider and take appropriate action on approval of the Williamson County License Agreement for Enclave at Highland Horizon

Submitted For: Joe England

Submitted By: Joe England, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the Williamson County License Agreement for HH 620 Enclave at Highland Horizon Homeowners Association, Inc.- Pct 1.

Background

This is a standard license agreement between Williamson County and HH 620 Enclave at Highland Horizon Homeowners Association. There were no modifications made to the standard agreement language.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Enclave at Highland Horizon LMA](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Joe England

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:04 AM

Started On: 08/09/2016 08:15 AM

WILLIAMSON COUNTY
LICENSE AGREEMENT

WILLIAMSON COUNTY, a political subdivision of the State of Texas (the "County"), **HH 620 Enclave at Highland Horizon Homeowners Association, Inc.**, a Texas non-profit corporation (the "Association" or "Licensee"), enter into this **LICENSE AGREEMENT** (this "Agreement") upon the terms and conditions set forth below.

I.
PURPOSE AND GRANT OF LICENSE AGREEMENT

Licensee has requested permission from County to install and maintain additions, including, but not limited to landscaping, lighting, fencing, signage, and irrigation (collectively referred to herein as the "Licensee's Improvements"), in portions of the County's right-of-way. The County grants to Licensee permission to install and maintain Licensee's Improvements in the areas of the County's right-of-way described in the attached **Exhibit "A"** (the "Licensed Property").

The County makes this grant solely to the extent of its right, title, and interest in the Licensed Property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement will be done in compliance with the terms and conditions of this Agreement and all applicable County, State, and/or Federal police, traffic, building, health, and safety ordinances, laws, and regulations existing at the time said construction and maintenance is performed.

II.
ANNUAL FEE

The County, its governing body, and its respective successors and assigns agree that no annual fee will be assessed for the license and permission herein granted to Licensee. Licensee agrees that the County's permission and grant of a license hereunder and Licensee's ability to construct and obligation to thereafter maintain Licensee's Improvements on the Licensed Property serve as consideration to support this Agreement.

III.
COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, roadways, or streets on, beneath, or above the surface of the Licensed Property.

Nothing in this Agreement will be construed to limit, in any way, the power of the County to widen, alter, or improve the Licensed Property pursuant to official action by the governing body of the County or its successors. The County does, however, agree to give Licensee at least thirty (30) days' written notice of such action and will cooperate with Licensee to effect the relocation and/or removal of Licensee's Improvements, at Licensee's sole cost, in the event of such widening, altering, or improvement of the Licensed Property, and further, to cooperate with Licensee wherever possible, to effect such widening, altering, or improving of the Licensed Property so that Licensee's Improvements and operations on the Licensed Property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the County retains the right to enter upon the Licensed Property at any time without notice to Licensee, assuming no obligation to Licensee, and remove, without liability to County, any of the Licensee's Improvements whenever such removal is deemed necessary for: (a) exercising the County's rights or duties with respect to the Licensed Property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the Licensed Property.

IV. INSURANCE

Licensee will, at its sole expense, obtain and maintain during the term of this Agreement a commercial general liability insurance policy, written by a company acceptable to the County and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage must specifically name the County as an additional insured and cover all perils arising from the activities of Licensee, its officers, directors, employees, agents, or contractors relative to this Agreement. Licensee will be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage must be delivered to the County on or before the Effective Date defined on the initial signature page hereto.

So long as Licensee is using the Licensed Property, Licensee will not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates must include a clause to the effect that the policy will not be canceled, reduced, restricted, or otherwise limited until thirty (30) days after the County has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND WILL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF THE COUNTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF LICENSEE, 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 LICENSED PROPERTY OR IN CONNECTION WITH LICENSEE'S IMPROVEMENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE 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 INDEMNITEE. THIS INDEMNIFICATION WILL 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, LICENSEE WILL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS 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 LICENSEE 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 AN INDEMNITEE HEREUNDER.

VI.
CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to and/or for the relocation of Licensee's Improvements on the Licensed Property. Further, Licensee will reimburse the County for all costs of replacing or repairing any property of the County or of others which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee will maintain the Licensed Property and Licensee's Improvements by keeping the area free of debris and litter. Removal of dead or dying plants will also be handled by Licensee at its expense, as required by the County. Such removal of dead or dying plants must be completed within thirty (30) days following receipt of a written request by the County to do so. If Licensee abandons or fails to maintain the Licensed Property, and the County receives no substantive response within thirty (30) days following written notification to Licensee, then the County may remove and/or replace all of Licensee's Improvements.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced on the Licensed Property will be at Licensee's sole expense. Said removal or modification will be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the Licensed Property or otherwise comply with the terms or conditions as set forth herein, then the County will give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the addresses set forth below. Licensee will have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not remedy the same to the County's complete satisfaction within the 30-day period, the County may, in addition to other remedies available herein or by law to County, (1) perform the work, (2) contract for the completion of the work, or (3) terminate this Agreement. Licensee agrees to pay, within thirty (30) days of written demand by the County, all costs and expenses incurred by the County in completing the work or contracting for the work to be completed.

VII.
COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement will begin on the Effective Date set forth above the signature of the parties herein below, and continue thereafter for so long as the Licensed Property is used for the purposes set forth herein or until this Agreement is terminated according to the terms hereof. If Licensee abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, will expire and terminate following thirty (30) days' written notice to Licensee. If such abandonment has not been remedied by Licensee within such period, the County will thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and will have the right to enter on the Licensed Property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned Licensed Property. All installations of Licensee's Improvements on Licensed Property abandoned by Licensee that are not removed prior to the County's termination of the license as to such Licensed Property will be deemed the property of the County as of the effective date of the County's termination.

VIII.
TERMINATION

A. Termination by Licensee. This Agreement may be terminated by Licensee as to all or any portion of the Licensed Property by delivering written notice of termination to the County not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then Licensee will, within the 30-day notice period, remove from the portion of the Licensed Property as to which this Agreement is being terminated, installations of Licensee's Improvements. Any of Licensee's Improvements within the portion of the Licensed Property as to which this Agreement is being terminated that are not removed within said period will become the property of the County. Licensee hereby agrees and acknowledges that Licensee will be liable to the County for any damages caused to the Licensed Property by the removal of Licensee's Improvements.

B. Termination by County. This Agreement may be revoked and terminated in whole or in part at any time by resolution of the Williamson County Commissioners Court if such revocation and termination is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors-in-interest, this Agreement is revocable by the County and deemed to be required by the public interest if:

1. the Licensee's Improvements, or a portion of them, interfere with the County's right-of-way;
2. use of the Licensed Property becomes necessary for a public purpose;
3. the Licensee's Improvements, or a portion of them, constitute a danger to the public which the County deems, in its sole discretion, not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

IX.
DISTRICT AS LICENSEE

Notwithstanding any contrary provision herein, in the event that the Association ceases to exist or fails to comply with the terms, conditions, and obligations of this Agreement, the County will provide written notice to the District of the Association's nonexistence or noncompliance with this Agreement. Upon the receipt of such notice, the District will automatically assume the rights and obligations of the "Licensee" pursuant to this Agreement. Within thirty (30) days after the District's receipt of such notice, the District will remedy the Association's default and secure the insurance required pursuant to Article IV above or notify the County that the District desires to terminate this Agreement effective as of the end of such 30-day period.

X.
MISCELLANEOUS PROVISIONS

A. 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 will lie exclusively in Williamson County, Texas. Furthermore, this Agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

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

C. Covenant Running With Land; Waiver of Default. This Agreement and all of the covenants herein will run with the land; therefore, the conditions set forth herein will inure to and bind each party's successors and assigns. Any party may waive any default of another at any time, without affecting or impairing any right arising from any subsequent or other default.

D. Assignment. Licensee will not assign, sublet, or transfer its interest in this Agreement without the written consent of the County, which consent will not be unreasonably withheld. In the event that the County agrees to Licensee's assignment of its interest in this Agreement and subject to the assignee's compliance with the insurance requirements set forth herein, Licensee will furnish to the County a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address, and contact person.

E. Notices. All notices, demands, and requests for delivery of documents or information hereunder must be in writing and will be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands, and requests hereunder will be addressed as follows or to such other addresses which a party may so designate by sending notice as aforesaid:

To the Association at:

HH 620 Enclave at Highland Horizon Homeowners Association, Inc.
c/o Highland Resources, Inc.
211 E. 7th Street, Suite 709
Austin, Texas 78701

To the County at:

Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with a copy to:

Williamson County Engineer
Joe England (or successor)
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

Additionally, the County and the Association agree to copy the District and Paloma Lake Development, Inc. (the "Developer") on all notices, demands, and requests hereunder at the following addresses or to such other addresses that the District or the Developer, as applicable, may designate by sending notice as aforesaid:

To the District at:

N/A

To the Developer at:

N/A

F. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or will be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

G. Compliance with Laws. Each party to this Agreement will comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement

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

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

J. No Waiver of Immunities. Nothing in this Agreement will be deemed to waive, modify, or amend any legal defense available at law or in equity to the County or the District, or their respective past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Neither the County nor the District waives, modifies, or alters

to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

K. Entire Agreement. This Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

L. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute a single instrument.

THE REMAINDER OF THIS PAGE IS BLANK

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 2016 (the "*Effective Date*").

COUNTY:

WILLIAMSON COUNTY, a political subdivision of the State of Texas

By: _____
Dan A. Gattis,
Williamson County Judge

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the _____ day of _____, 2016 by Dan A. Gattis, as County Judge of WILLIAMSON COUNTY, a political subdivision of the state of Texas, on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

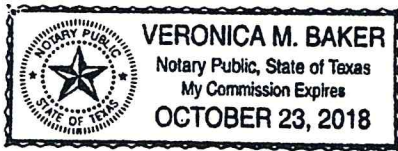
ASSOCIATION:

HH 620 Enclave at Highland Horizon Homeowners Association, Inc. a Texas non-profit corporation

By: *David C. Bodenman*
Name: David C. Bodenman
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 31st day of May, 2016, by David C Bodenman, President of HH 620 ENCLAVE AT HIGHLAND HORIZON HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said non-profit corporation.

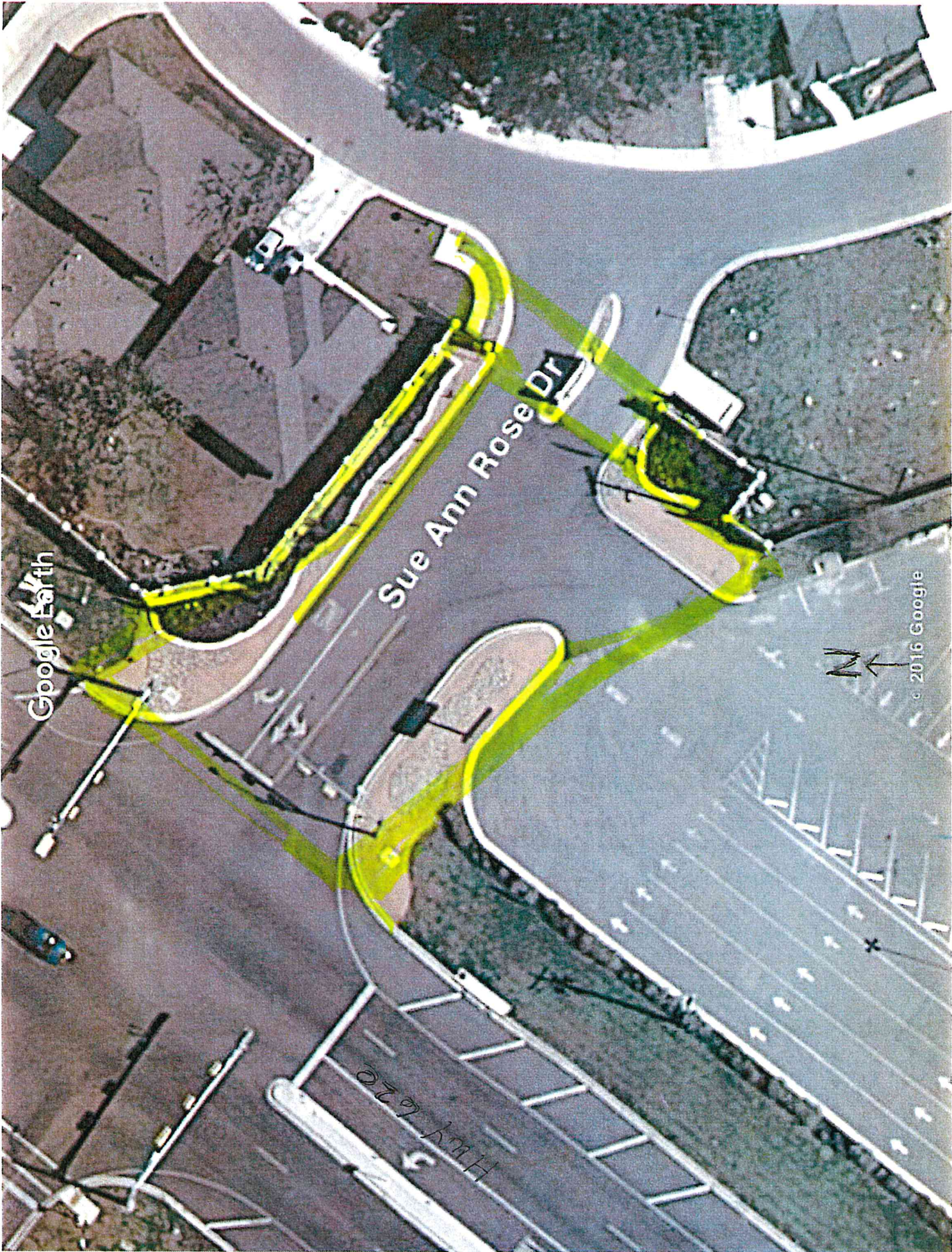


Veronica M Baker
NOTARY PUBLIC, State of Texas

EXHIBIT "A"
LICENSED PROPERTY

See attached **Exhibit "A"**





Google Earth

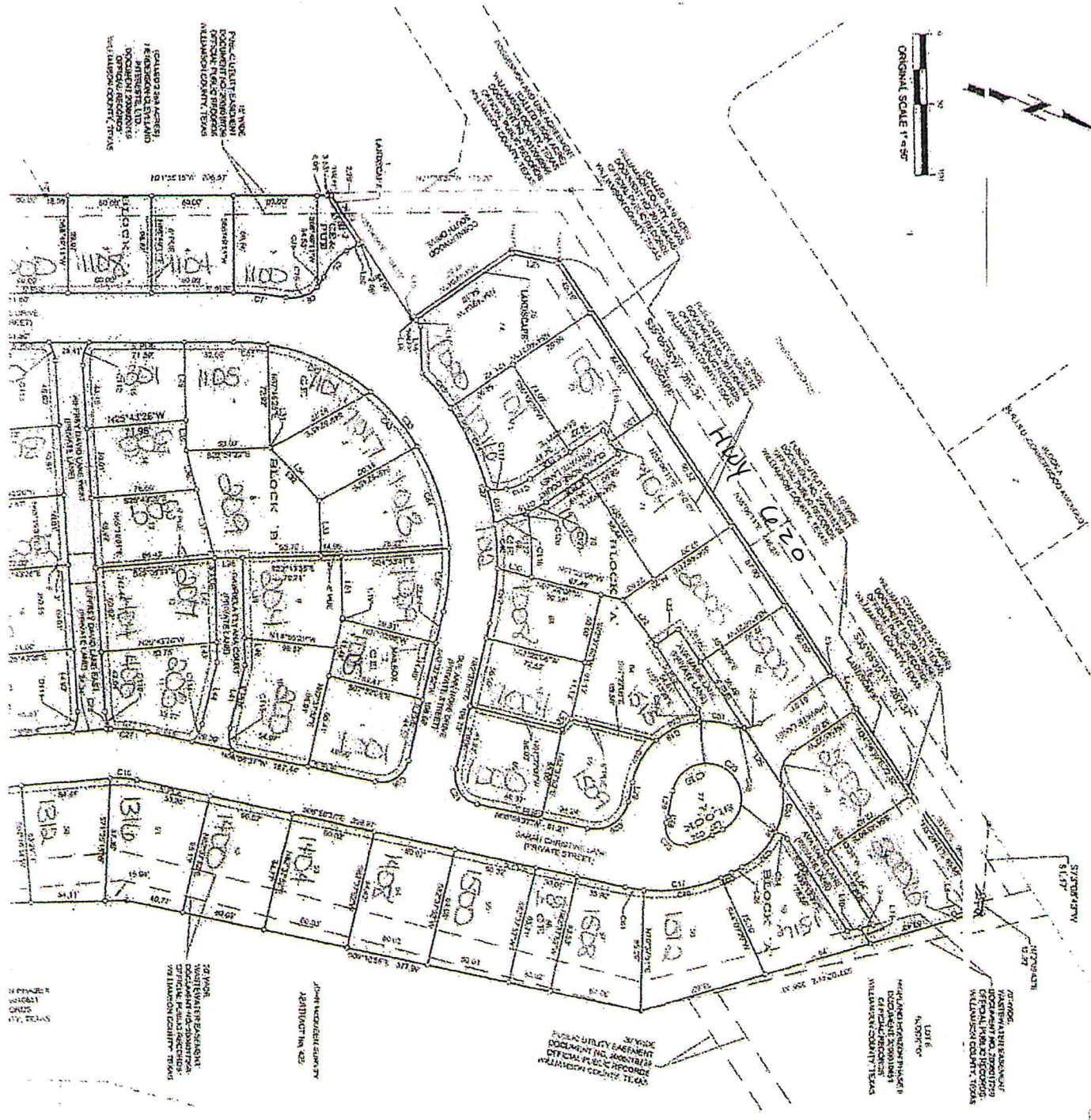
Sue Ann Rose Dr

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© 2016 Google

0.2 km

FINAL PLAT OF
 THE ENCLAVE AT HIGHLAND HORIZON
 A: REPLAT OF LOTS 9 AND 10; BLOCK "O"
 HIGHLAND HORIZON PHASE II



PLAT OF THE ENCLAVE AT HIGHLAND HORIZON PHASE II, REPLAT OF LOTS 9 AND 10; BLOCK "O" HIGHLAND HORIZON PHASE II, MILAM COUNTY, TEXAS

JOHN W. HENDERSON SURVEY
 12/15/2011

PUBLIC UTILITY EASEMENT
 DOCUMENT NO. 100121133
 OFFICIAL PUBLIC RECORDS
 MILAM COUNTY, TEXAS

LOT 10
 5,000 SQ. FT.
 HIGHLAND HORIZON PHASE II
 ENCLAVE AT HIGHLAND HORIZON
 MILAM COUNTY, TEXAS

LOT 9
 5,000 SQ. FT.
 HIGHLAND HORIZON PHASE II
 ENCLAVE AT HIGHLAND HORIZON
 MILAM COUNTY, TEXAS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/05/2016

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

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

PRODUCER CiraConnect Insurance Services PO Box 801362 Dallas TX 75380-1362	CONTACT NAME: CCIS	PHONE (A/C, No, Ext): 972-380-3502	FAX (A/C, No): 214-451-6258
	E-MAIL ADDRESS: INSURANCE@CIRAMAIL.COM		
INSURED HH 620 Enclave at Highland Horizon Homeowners c/o RealManage P O BOX 80355 DALLAS TX 75380-3555	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Western Heritage Insurance Co.		
	INSURER B: Liberty Insurance Underwriters, Inc.		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SCP1035449	08/05/2015	08/05/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			SCP1035449	08/05/2015	08/05/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Officers			CAP0276270115	08/05/2015	08/05/2016	Limit: \$ 1,000,000 Retention: \$ 1,000

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

RealManage is an additional insured per the terms of the contract. Policy will follow the Bylaws and DCCR's Terms and Conditions. General Liability includes Severability of Interest per form CG00010413. Policy provides 10 day notice of cancellation for non payment of premium, 30 days for any other reason per form IL00171198.

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE KATIE VAUGHAN

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Commissioners Court - Regular Session

40.

Meeting Date: 08/16/2016

WCEMS Assoc. Medical Director of Tactical Medicine agreement

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 on approving the Williamson County Professional Services Agreement for Associate EMS Medical Director for Tactical Medicine.

Background

This professional agreement will provide Dr. Jon Sheinberg the responsibility for tactical medical oversight to ensure acceptable standards of an EMS tactical medical practice. Dr. Sheinberg is a board certified cardiologist, medical director for the Central Texas Regional SWAT and a special deputy with the US Marshals Service. He will develop, implement and train tactical staff. Interact and collaborate with law enforcement authorities and other programs to ensure that standards, needs and requirements are met.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WCEMS Assoc. MD for Tactical Medicine

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kenny Schnell

Final Approval Date: 08/04/2016

Reviewed By

Wendy Coco

Date

08/04/2016 09:20 AM

Started On: 08/04/2016 08:41 AM



**WILLIAMSON COUNTY
PROFESSIONAL SERVICES AGREEMENT
FOR ASSOCIATE EMS MEDICAL DIRECTOR FOR TACTICAL MEDICINE**

This Williamson County Professional Services Agreement for Associate Medical Director of Tactical Medicine (“Agreement”) is entered into between Williamson County, Texas (“County”), and JONATHAN SHEINBERG, MD., a licensed Texas physician, for the purpose of providing services as an Associate Medical Director for the County’s Emergency Medical Services (“EMS”) department, which the Williamson County Commissioners Court finds serves a public purpose and serves the public welfare of the citizens of Williamson County.

**I.
DESIGNATION OF MEDICAL DIRECTOR**

- A. Designation of Associate Medical Director.** JONATHAN SHEINBERG, MD., who is a physician licensed to practice medicine in the State of Texas, to serve in the capacity of an Associate Medical Director for the Williamson County EMS Department (the “Associate Medical Director”).
- B. Substitute Associate Medical Director.** In the event the above named physician cannot continue to serve as the Medical Director hereunder, JONATHAN SHEINBERG, MD. shall immediately notify County, through its Director of Emergency Medical Services, in writing, of said physician’s inability to perform. In that event, JONATHAN SHEINBERG, MD. shall provide a suitable substitute who shall perform the Services required by this Agreement. County shall have the right to accept or reject the proposed substitute at its sole discretion and JONATHAN SHEINBERG, MD. shall remain obligated to provide the Services under this Agreement. If County objects to a proposed substitute, JONATHAN SHEINBERG, MD. shall provide additional proposed substitutes until which time an acceptable substitute is agreed upon by County in writing. Any references to the Associate Medical Director shall mean and include any proposed substitute of the above named physician that is accepted, in writing, by County.

II. ASSOCIATE MEDICAL DIRECTOR QUALIFICATIONS

- A. Qualifications Required by Law.** The Associate Medical Director shall have the qualifications delineated in Texas Administrative Code, Title 22, Part 9, Section 197.3(a).
- B. Education and Experience.** The Associate Medical Director must have, at a minimum, the following education and/or equivalent experience:
1. Graduation from a college or university accredited by the American Medical Association with a Doctor of Medicine degree;
 2. Board Certified, preferably in Emergency Medicine;
 3. Have knowledge and experience providing tactical medical care.
 4. Currently be practicing medicine in the state of Texas;
 5. Experience in the evaluation and management of acutely ill and injured patients in the out-of-hospital environment;
 6. Experience working with paramedical professionals either in a hospital setting or within an EMS system; and
 7. Associated or participation in professional groups related to the provision of tactical EMS care.
- C. Licenses and Certifications.** The Medical Director must have, at a minimum, the following licenses or certifications:
1. License to practice medicine in the State of Texas;
 2. Class 'C' driver's license issued in the State of Texas; and
 3. Current BCLS, ACLS, and PHTLS instructor or equivalent certification.

III. ASSOCIATE MEDICAL DIRECTOR RESPONSIBILITIES, SERVICES AND DUTIES

- A. Statutory Responsibilities.** The Associate Medical Director shall perform and comply with the responsibilities delineated in Texas Administrative Code, Title 22, Part 9, Section 197.3(b).
- B. Essential Services, Responsibilities and Duties.** In addition to performing and complying with the with the responsibilities delineated in Texas Administrative Code, Title 22, Part 9, Section 197.3(b), the Associate Medical Director shall:
1. Be responsible for tactical medical oversight by delegating authority for all aspects of patient care to ensure maintenance of acceptable standards of an EMS tactical medical practice.

This includes the responsibility and authority to report incidents to the Department of State Health Services as deemed appropriate. The Associate Medical Director shall make recommendations to the Medical Director to allow or not allow an emergency medical services provider to execute patient care under the auspice of his/her medical license;

- Oversee the medical aspects of the Williamson County Emergency Medical Service Tactical Medicine Program related to clinical operations

- Responsible for development and implementation with the assistance of the Medical Director of medical standards and the Scope of Care related to Tactical Medicine.
- **Essential duties**
 - Assist the Medical Director with continued development of the Tactical Medicine Program including
 - Evaluation of best practices as it pertains to treatment in both "warm" and "hot" zone
 - Evaluation of current equipment and the development of proposals of new equipment for TAC teams
 - Analysis of current training protocols, and development of new training evolutions
 - Assist the WCEMS Tactical Medic Team Lead liaison between the Law Enforcement Agencies in Williamson County, Texas DPS and US Marshals Service.
 - Develop and institute research protocols in the tactical arena. Research should be of a quality that can be published in peer reviewed journals and presented at national conferences.
 - Act as an agent of the Medical Director on scene to ensure compliance with pre-established protocols.
 - When on scene at a tactical operation, assist the Medical Director with on scene medical control or act as his/her designee.
 - Other duties as required by the Medical Director and the Director of EMS.
 - Oversight of Tactical Medicine Clinical Operations
 - Advisor to Tactical Medicine staff and a resource to the community related to Tactical Medicine operations
 - Closely involved with the selection process, continuing education and quality of medical practice monitoring of the Tactical Medicine staff
 - Awareness of the environmental conditions and hazards of a tactical scene
 - Knowledge of weapons of mass destruction, hazards of WMD such as biologic and chemical agents
 - Set and ensure compliance with patient care standards for Tactical Medicine staff
 - Develop and implement the process for the provision of concurrent medical direction for Tactical Medicine team
 - Develop and implement an effective process improvement program for continuous system and patient care improvement for the Tactical Medicine Program
 - Maintain liaison with the medical community and other tactical medic programs
 - Interact with regional, state and local EMS, tactical medicine teams, and law enforcement authorities to ensure that standards, needs, and requirements are met and resource utilization is optimized
 - Maintain knowledge levels appropriate for an Tactical Medicine EMS medical director through continued education
 - Recommend certification, recertification and decertification of non-physician out-of-hospital personnel to the Medical Director

C. Additional Services Provided by JONATHAN SHEINBERG, MD. As needed and requested by County, JONATHAN SHEINBERG, MD. hereby agrees to provide the following additional items and services at no additional cost to County:

None

Definition of Services. For purposes of this Agreement, the term “Services” means and includes all Services, Responsibilities and Duties set forth under Article III., Sections A, B and C.

IV. TERM AND TERMINATION

- A. Term.** This Agreement shall become effective as of the date on the signature page below and continue thereafter for one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless otherwise terminated as set out herein.
- B. Termination.** Either party may terminate this Agreement at any time, with or without cause, on seven (7) days prior written notice to the other party. In the event that either party terminates this Agreement during a particular term, the County shall only be obligated to pay for the Services performed up to and as of the date of termination.

V. CONSIDERATION

- A. Consideration.** in exchange for the services provided, JONATHAN SHEINBERG, MD will receive in return: 1) cooperation from County in streamlining and standardizing such services within Williamson County for the public benefit of assisting both law enforcement and emergency services operations; 2) additional experience with regard to this specific field of services; and 3) the County’s assistance in the provision of reasonable and available insurance coverages as set forth in paragraph VIII (D).
- B. Costs and Expenses.** All travel costs or expenses, if any, associated with Services provided herein shall be included in the monthly consideration stated above and the County shall not be obligated to pay any additional amounts for such travel costs and expenses.

VI. CONFIDENTIALITY

All information regarding the Services provided under this Agreement shall be held in strictest confidence unless pre-approved in writing by County. JONATHAN SHEINBERG, MD. agrees to read and comply with the County’s “HIPAA PRIVACY COMPLIANCE MANUAL FOR TEXAS COUNTIES” regarding the use of patient medical information.

VII.
AGENCY-INDEPENDENT CONTRACTOR

Neither the County nor any employee thereof is an agent of JONATHAN SHEINBERG, MD. and JONATHAN SHEINBERG, MD. is not an agent of the County. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party. JONATHAN SHEINBERG, MD. shall be considered an independent contractor of the County under this Agreement for all purposes.

VIII.
INDEMNITY; CLAIMS ASSISTANCE AND INSURANCE

A. No Indemnification by County. JONATHAN SHEINBERG, MD. acknowledges and agree that under the Constitution and the laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless any other party, including but not limited to JONATHAN SHEINBERG, MD..

Indemnification by JONATHAN SHEINBERG, MD. JONATHAN SHEINBERG, MD. HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF JONATHAN SHEINBERG, MD., OR ITS EMPLOYEES, OFFICERS, OR REPRESENTATIVES, INCLUDING ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS AGREEMENT.

B. Cooperation with County. JONATHAN SHEINBERG, MD. shall fully cooperate with County in the event a lawsuit is filed against County based on whole or in part on the actions or inactions of JONATHAN SHEINBERG, MD. in providing Services under this Agreement. Such cooperation shall include returning to Williamson County for conferences, depositions and trial, without cost to County. County shall have no obligation to provide legal representation to JONATHAN SHEINBERG, MD. for any legal action that arises due to JONATHAN SHEINBERG, MD.'s Services under this Agreement.

C. Insurance Provided By JONATHAN SHEINBERG, MD. In the JONATHAN SHEINBERG, MD. shall assume the medical professional care of any one or more of the patients transported by County, JONATHAN SHEINBERG, MD. acknowledges and agrees that JONATHAN SHEINBERG, MD. shall be responsible for the professional liability insurance coverage associated with such care. In that regard, JONATHAN SHEINBERG, MD. agrees to maintain necessary and appropriate professional liability insurance in amounts not less than \$1 million per occurrence/ \$3 million aggregate and County shall be named as an additional insured on such policy of insurance.

D. Insurance Provided by County. County agrees to maintain necessary and appropriate insurance coverage covering the administrative services of the Associate Medical Director

under this Agreement, as well as insurance coverage that covers the acts and/or omissions of County's employees and agents, in amounts not less than \$1 million per occurrence/ \$3 million aggregate.

**IX.
CONFLICTS OF INTEREST**

At all times under this Agreement, JONATHAN SHEINBERG, MD. shall not make any type of decision or take any action that provides any type of unfair benefit, financial or otherwise, to JONATHAN SHEINBERG, MD. or any other entity to which JONATHAN SHEINBERG, MD. may have a financial interest in. For purposes of this Section, JONATHAN SHEINBERG, MD is deemed to have no financial interest in (1) his employer or any entity related to or affiliated with his employer; or (2) The Public Safety Cardiac Foundation. JONATHAN SHEINBERG, MD. understands that County is a political subdivision of the State of Texas and, as such, County cannot confer any undue benefit upon any individual or entity. Furthermore, JONATHAN SHEINBERG, MD. agrees to comply with, at all times, the terms and conditions of the Williamson County Emergency Medical Services Scope of Care, as may be amended from time to time.

**X.
ASSIGNMENT; SUCCESSORS AND ASSIGNS**

Neither party may assign, in whole or in part, any interest it may have in this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**XI.
THIRD PARTY BENEFICIARY EXCLUDED**

No person not a party to this Agreement may bring a cause of action pursuant to this Agreement as a third-party beneficiary.

**XII.
FORCE MAJEURE**

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

**XIII.
NOTICE**

Any notice or other writing required by this Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

Director: Jonathan Sheinberg, M.D.
5656 Bee Caves Rd., Ste. M-300
Austin, Texas 78746

County: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

with copy to: Kenny Schnell
Director of Williamson County EMS
PO Box 873
Georgetown, TX 78627

**XIV.
SEVERABILITY**

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

**XV.
VENUE AND GOVERNING LAW**

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. 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.

**XVI.
NO WAIVER OF IMMUNITIES**

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

**XVIII.
ENTIRE AGREEMENT**

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations and prior agreements between the parties. This Agreement may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties.

Executed this the 4 day of Aug, 2016 (Effective Date).

WILLIAMSON COUNTY, TEXAS

Dan A. Gattis
Williamson County Judge

AGREED AS TO FORM AND SUBSTANCE:

ASSOCIATE MEDICAL DIRECTOR FOR TACTICAL MEDICINE

By: _____

Printed Name: Jon Sheinberg, M.D.

Commissioners Court - Regular Session

41.

Meeting Date: 08/16/2016

Operations Agreement

Submitted By: Wendy Coco, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a State Plan of Operations agreement between the State of Texas and Williamson County Sheriff's Office setting forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense personal property transferred pursuant to 10 USC § 2576a.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review

Form Started By: Wendy Coco
Final Approval Date: 08/12/2016

Started On: 08/12/2016 03:25 PM

CLEARFORM

New
 Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

Federal State Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): _____

AGENCY: Williamson County Sheriff's Office
PHYSICAL ADDRESS (No P.O. Box): 508 S. Rock St.
CITY: Georgetown STATE: Texas ZIP: 78626

AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 227 PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

*MAIN POC: Is the Primary POC for requests and property pickup

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Sgt. Derrick Dutton	ddutton@wilco.org	5129431300
SCREENER/POC #2	Sgt. Gary Haston	ghaston@wilco.org	5129435263
SCREENER/POC #3	Lt. Tony Carter	tcarter@wilco.org	5129431356
SCREENER/POC #4	Dep Derek Trabal	dtrabal@wilco.org	5129431300
WEAPON/POC	Sgt. Derrick Dutton	ddutton@wilco.org	5129431300
AIRCRAFT/POC	Sgt. Derrick Dutton	ddutton@wilco.org	5129431300
VEHICLE/POC	Sgt. Derrick Dutton	ddutton@wilco.org	5129431300

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/
HEAD OF LOCAL AGENCY: Sheriff James R. Wilson DATE: 8-10-2016

PRINTED NAME
James R. Wilson
SIGNATURE

STATE COORDINATOR/SPOC:
(NOT REQUIRED FOR FEDERAL AGENCIES) _____ DATE: _____

PRINTED NAME

SIGNATURE

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) Williamson County Sheriff's Office.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) Williamson County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Sheriff James R. Wilson
Type / Print Chief Law Enforcement Official Name


Chief Law Enforcement Official Signature

8-10-2016
Date (MM/DD/YYYY)

County Judge Dan Gattis
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature

Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

Commissioners Court - Regular Session

42.

Meeting Date: 08/16/2016

Fiber Optic Maintenance Contract

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a contract with BryComm, LLC for fiber-optic cable maintenance.

Background

This is a budgeted item for maintenance of our fiber-optic cabling.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Fiber Contract

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Richard Semple

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 12:44 PM

Started On: 08/11/2016 10:57 AM



1. Scope of Work:

Williamson County requires BryComm to perform the following Operation and Administrative functions as part of the annual Maintenance Contract. Inspections are a major focus of this contract. The specific functions and requirements are listed below.

A. Plant Inspections

1. BryComm shall perform inspections of the Williamson County plant on a Biannual basis.
2. BryComm shall provide an exception-based inspection report for the previous inspection, in electronic format, to the Williamson County Network Manager. The report shall contain a list of observed deficiencies, including location and type, and actions taken to correct the deficiencies.
3. All observed deficiencies in the plant will need to be handled in the following ways:
 - a. "Routine" deficiencies are those that should be handled within 7 working days from the date the issue was noted. (See below list).
 - b. All observed "emergency" deficiencies posing an immediate threat to preservation of the plant will be corrected the same day that the deficiency was noted or reported with a proposed solution to the emergency deficiency to the network manager. Any issue outside of best practices will be reported with the biannual report for the network manager to decide on a course of action.
 - c. All other deficiencies will be reported on the biannual report with a recommendation for remediation to the network manager.
4. Deficiencies include but are not limited to:
 - a. Pole Transfer(s) - Routine and worked in conjunction with other utilities
 - b. Make Ready Per Contact - Routine unless within 40" of power
 - c. Tree Trimming (Per Span) - Routine
 - d. Broken / Loose Lashing Wire - emergency,
 - e. Weakened/Broken Hardware - emergency,
 - f. Re-work Slack - Routine
 - g. Install Slack Mgmt. - Routine
 - h. Tree Guard - emergency, same day repair required
 - i. Loose Down Guy/Guy Guard - Routine
 - j. Sheath Damage (Squirrel) - emergency



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- k. Height of Fiber Span not at 18ft over roadways and 15 ½ ft. standard - emergency
 - l. Cracked Splice Case(s) - emergency
5. If, during the course of the inspection damaged plant is located, BryComm will test the affected section to determine strand continuity and notify Network Manager of damage. If all tested strands are viable and buffer tubes appear intact, BryComm will make repairs to the outer sheath of the plant to prevent further deterioration. However, if damage to buffer tube(s) is apparent, regardless of strand integrity, BryComm will submit a report in electronic format of condition to the Network Manager outlining the problem, repair cost estimates, recommendations and schedule for replacement.

B. Tree Trimming

- 1. BryComm shall provide up to five (5) spans of tree trimming per year as part of this contract. All tree trimming shall be performed in strict accordance with specifications determined by City of Georgetown arborists and the applicable franchise provider. The pricing for additional tree trimming shall be provided at "Attachment A" prices.

C. Transfers/Make Ready

- 1. BryComm shall provide up to five (5) aerial only pole transfers and handle up to five (5) make ready requests per year as part of this contract. The intent of this coverage is for small numbers or isolated requests for work to be performed under the Maintenance contract. Any additional pole transfers or make ready requests required will be submitted by the BryComm to the Network Manager for written approval prior to performing any additional pole transfers. The pricing for the additional pole transfer and make ready requests shall be provided at "Attachment A" prices.
- 2. The cost to transfer from overhead to underground will be calculated separately on a case by case basis and performed under the extended part of the agreement.
- 3. BryComm shall produce and maintain records with respect to the nature and number of transfers performed and BryComm shall provide the Network Manager with an electronic report on a biannual basis.

D. Network Monitoring and Testing

1. Network Testing

- a. BryComm shall perform OTDR sweeps for continuity on inactive fiber strands on a biannual basis. BryComm shall give seven days' written notice before OTDR





sweeping occurs. If routine sweeping reveals loss of continuity on any strand or high loss strands, BryComm shall notify the Network Manager in writing of any such occurrence and obtain further instructions on how to proceed.

- b. BryComm shall perform uni-directional power tests on strands and perform specialty testing, i.e. chromatic dispersion, PMD, etc. as required.
- c. BryComm shall maintain and track all OTDR test results. All testing documentation shall be provided to the Network Manager in electronic form with duplicate copies being maintained by BryComm for the duration of this Contract and associated Warranty period.

F. Repair Response Time and Emergency Notifications

1. BryComm shall establish and maintain an emergency on call system 24 hours a day, 7 days a week 365 days a year. The emergency number shall be provided to the Network Manager to be used should any outage occur. This number is used for emergencies during non-business hours.
2. When BryComm is alerted to a problem, BryComm shall make telephone contact with the Network Manager or designee within 30 minutes of receiving the alert during normal business hours or 1-hour during non-business hours.
3. BryComm shall be onsite within 2 hours of notification with the necessary staff and equipment to handle emergency repairs. Working with network management, BryComm shall identify the damaged area and immediately secure the Williamson County OSP plant to prevent further fiber damage or risk to the Public.
4. Failure to meet response times may result in one or more of the following non-performance penalties:
 - a. A fine, at the discretion of the Network Manager, not to exceed \$500 per incident.
 - b. Cancellation of contract.
 - c. Disbarment from future bidding.

G. Communications Requirements

1. BryComm shall provide a Single Point of Contact for all communications.



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2. With exception of the instances described in Paragraph F Response Time and Emergency Notifications, BryComm shall reply to all e-mail and voice mail communications by close of business the following business day and no later than 4:00pm CST/CDT.

H. Design Requirements

1. BryComm is required to have a full time RCDD on staff. BryComm may provide engineering and design services to Williamson County in order to coordinate construction, transfers, make ready requests and other such tasks as they pertain to the maintenance of the existing plant. The pricing for these design services shall be provided at "Attachment A" prices. BryComm shall provide a written proposal and preliminary work print to the Network Manager for written approval prior to providing these services.

I. Documentation Requirements

1. BryComm shall provide all drafting services to document and maintain accurate and up to date electronic and hard copy documentation on the Williamson County plant. This documentation includes but is not limited to; as-built drawings for all work performed, new design documents, site information, designing plant improvement changes for review and approval, preparing preliminary prints/documentation for pole/trenching permits, gathering all environmental and utility information required under general permit to submit for construction permits and updating prints to reflect cable type and strand count conversion, etc. Pricing for these services are per 'Attachment A' pricing.
2. BryComm shall complete all as-built documentation within ten (10) business days from the date of completion of the physical work.

J. Other Maintenance Requirements

1. Beyond the clearly defined aspects of this proposal, by virtue of securing a contract as it relates to Williamson County maintenance BryComm agrees to perform all work necessary to preserve the value and functionality of the plant which may include, but not be limited to: cable replacement, bulk transfers, termination, splicing, engineering, underground replacement, new pathway construction, or any other item(s) items which directly or indirectly effect the viability, usage, value or potential capacity of the Williamson County plant.
2. The pricing for these services shall be provided at "Attachment A" prices. If certain aspects of the work to be quoted are not listed on "Attachment A", then "Attachment



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A” will be amended to include such work. All work and “Attachment A” amendments will be subject to final approval of the Network Manager prior to commencement. BryComm shall provide a written proposal to the Network Manager for written approval prior to providing these services.

K. Maintenance Provider Requirements

1. Maintenance provider must have specific, proven, experience in the field of OSP fiber maintenance. Maintenance provider must have a RCDD on staff for Network design.
2. Previous specific experience with Williamson County staff and Williamson County fiber optic network is preferred.
3. Maintenance provider must be a Corning NPI and in good standing with Corning Cable Systems. Maintenance provider must be able to provide a Corning Cable Systems 25 Year Extended Product Warranty for material and labor services provided under this contract.
4. Maintenance provider shall have successfully attended a Corning fiber testing training program, which includes testing with an OLTS and an OTDR and have obtained a certificate as proof thereof.
5. **Covered Corning Cable Systems Products** shall be installed in accordance with the most current revision level of the National Electrical Code®, ANSI/TIA-568, ANSI/TIA-569, TIA-942, Fibre Channel FC-PI, Fibre Channel 10 GFC, IEEE 802.3 and InfiniBand Standards.
6. Maintenance provider must be able to provide all necessary services within this contract “in-house” without use of sub-contractors. This requires maintenance provider to maintain, at all times, a minimum amount of materials and equipment, as determined by Williamson County, to fulfill the obligations of this service contract.
7. All installations which qualify for the Corning Cable Systems LANscape Solutions Extended Product Warranty must be designed by or reviewed by the certified member company’s personnel who have successfully completed the identified Corning Cable Systems Engineering Services Design Course within the two-year eligibility period, and a minimum of eighty percent (80%) of on-site supervision of the work must be performed by personnel who have successfully completed the identified Corning Cable Systems Engineering Services Installation Course requirements within the two-year eligibility period.



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8. Corning Cable Systems provides installers with recommended installation procedures for all fiber optic products for **Private Networks or Premises Fiber Optic Cabling Solutions**. The Installer must guarantee that each installation where the Corning Cable Systems LANscape® Solutions Extended Product Warranty is offered will be performed in accordance with these standard procedures. The Installer agrees to keep copies of all submitted documentation, for the period of the extended warranty, and to make them available to Corning Cable Systems upon request. The following materials must be submitted to Corning Cable Systems for the Extended Product Warranty: completed (in full) Warranty Registration Form and bill of materials showing part numbers of Covered Corning Cable Systems Products installed.

2. Execution

A. Installation Requirements

1. BryComm shall provide and pay for all labor, materials, equipment, tools, utilities, and services necessary for the execution and completion of the installation of all network components specified herein.
2. BryComm is responsible for obtaining all permits, notifying all agencies requiring advance notification, and complying with all regulations specified by all governing agencies having jurisdiction over the performance of the work. BryComm shall coordinate with the Network Manager to ensure that any interference or interruptions of Williamson County operations are anticipated and scheduled. Construction may be observed by the Network Manager or designee.

B. Installation Methods

1. General

- a. The installation of all equipment and cable for this network shall only be performed by trained and experienced craft personnel. In particular, the placement of fiber optic cable shall be performed by crews experienced in work around energized utility power lines, and familiar with the common practices and procedures involved in this type of work.
- b. All finished equipment installations are to be left in a neat and orderly condition. Only tools designed for each special task shall be used during the installation and alignment of the network components. Minimal disruption of landscaping will be required at all drop locations during the installation of cable.



2. Aerial Fiber Optic Cable Installation

- a. BryComm is responsible for all permits and pole attachment designations.
- b. Fiber optic cable will be lashed to ¼ inch strand secured by appropriate hardware as noted on design prints.
- c. Tree trimming, where necessary, will be performed by BryComm to the specifications set forth by the City of Georgetown.
- d. Duct on messenger may be used in treed out areas and shall be installed in accordance with manufacturer's specifications and industry standards.
- e. A minimum of 100 foot of cable slack will be left at the Williamson County splice location.
- f. Installation of aerial fiber optic cable shall conform to standard practices for the placement of this type of cable. All applicable OSHA, NESC, and state and local regulations must be observed during the installation. All equipment used must be well maintained and in good working order. Safety equipment such as barricades, warning signs, cones, and lights must be used where suitable during the installation procedure.
- g. Proper pulling tension must be observed during installation. No span length shall exceed the maximum recommended for a particular type of cable. Where possible and available, existing messenger strands may be used on utility poles, with the written consent of the existing strand owner. If new messenger is required, it shall be placed on each pole at a minimum distance of 40" below existing power lines, and a minimum distance of 12" above or below existing communication lines. A minimum of 18' of clearance must be maintained above all roadways. The fiber optic messenger strand shall be installed at its recommended tension, and shall not be sagged solely to maintain proper clearances.
- h. If any pole or span encountered during installation will not allow maintenance of proper strand tension clearance, alternate routing of the fiber optic cable must be obtained.



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3. Underground Fiber Optic Cable Installation

- a. When terminating underground PVC conduit at a pole, extend the conduit 4" above ground level and locate conduit 90 degrees away from any power or other utility including pole ground wire.
- b. All vacant conduits shall be installed with one 1200 lb. pull tape in place and be accessible at each end for pulling future cable.
- c. A minimum of 50 feet of cable slack will be left in manholes.
- d. BryComm is responsible for locating all existing underground facilities and obtaining all necessary permits.
- e. No vehicular pull of fiber optic cable is allowed.
- f. The locate wire will be terminated at the riser pole and inside the equipment room.
- g. Everything installed underground PVC conduit will be installed in a trench 36" in depth, covered with 6" of sand then be encased in concrete as indicated on the detail sheets. A detectable orange warning tape shall be placed 12 inches above the conduit in soil or backfill. If the trench is to be placed in dirt or asphalt, the encasement of conduit must be with 2500-PSI concrete and aggregate no larger than ½ inches. If the trench is to be cut directly adjacent to the curb and gutter, the encasement of the conduit must be with 2500 PSI concrete with no aggregate larger than ¾ inches.
- h. The minimum depth of the conduit shall be 36" from the finished grade, and a fiber optic cable warning tape shall be placed approximately 18" above the conduit in the same trench. Any manholes or pulling vaults required for long pulls of cable shall be situated so that the maximum pulling tension for the cable will not be exceeded on any run.
- i. All proper precautions shall be taken during the placement of the conduit and cable. All permits, licenses, coordination with other utilities, clearances, notifications of affected bodies, etc. are to be obtained and performed by BryComm prior to starting the placement. If any obstruction or lack of proper path is encountered during the planning of the installation which will not allow continuation of the placement along the designated route, alternate routing of the fiber optic cable must be obtained.



4. Network Acceptance

- a. Upon completion of installation of each segment of the network, it shall be subjected to performance tests to determine that the segment meets the intent of these specifications. If the results of this test are acceptable as defined herein, the network segment shall be accepted for inclusion in the overall network performance testing.

5. Cable Testing

- a. The following testing of the cable is required:
 - i. All fiber optic cable links installed shall be tested in accordance with the field test specifications defined in ANSI/TIA/EIA-568-B standard.
 - ii. 100% of the installed cable shall be tested and must pass the requirements of ANSI/TIA/EIA-568-B.
 - iii. Failing links shall be diagnosed and corrected by BryComm. Corrective actions shall be followed by a new test of the previously failing link(s). BryComm shall promptly submit all link re-test data to Network Manager in both hard and soft copy.
 - iv. Only Certified Technicians shall perform all fiber optic link testing.
 - v. Field test equipment for multi-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-14A.
 - vi. The light source shall meet the launch requirements of ANSI/TIA/EIA-455-50B.
 - vii. Field test equipment for single-mode fiber optic cables shall meet the requirements of ANSI/TIA/EIA-526-7.
 - viii. All fiber optic launch cables and test adapters used for testing shall be of high quality and devoid of excessive wear or exhibit anomalies between strand tests. Test results that indicated anomalies between strands within the same sheath shall be declared a failure unless all strands within the same sheath unconditionally pass testing. BryComm shall diagnose and repair any fiber optic cable exhibiting strand-to-strand anomalies that result in any test failure(s).



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- ix. BryComm shall test and certify all fiber optic cable plant with approved field tester(s) that are within their calibration period. BryComm shall be liable for all retesting required in the event tests are performed with un-approved test equipment or tester(s) that are not within their calibration period.
- x. BryComm shall invite the Network Manager to witness/verify field testing prior to final acceptance. The Network Manager shall randomly select 5% of the installed links for test verification purposes. BryComm shall re-test these links in the presence of the Network Manager and the results shall be compared to the previously BryComm submitted test results. In the event that 2% of the verification tests differ in terms of pass/fail from the previously submitted test results, testing shall be declared a failure and BryComm shall re-test 100% of the installed links with the cost of such tests borne by BryComm.
- xi. Fiber optic connector attenuation shall not exceed 0.75dB.
- xii. Fiber optic splice attenuation (if allowed) shall not exceed 0.3dB.
- xiii. Multi-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
 - 1. 62.5/125 multi-mode 850nm < 3.5dB/km
 - 2. 62.5/125 multi-mode 1300nm < 1.5dB/km
 - 3. 50/125 Multi-mode 850nm < 3.5dB/km
 - 4. 50/125 multi-mode 1300nm < 1.5dB/km
- xiv. Single-mode fiber optic cables shall be tested using the following attenuation coefficient parameters:
 - 1. 8.2/125 single-mode (Inside Plant) 1310 \leq 1.0dB/km
 - 2. 8.2/125 single-mode (Inside Plant) 1550 \leq 1.0dB/km
 - 3. 8.2/125 single-mode (Outside Plant) 1310 \leq 0.5dB/km
 - 4. 8.2/125 single-mode (Outside Plant) 1550 \leq 0.5dB/km
- xv. Link attenuation for all fiber optic strands shall be calculated using the ANSI/EIA/TIA568-8 Standards formula.





ATTACHMENT B - BASE CONTRACT PRICING WORKSHEET

BASE CONTRACT PRICING TABLE

Vendor Name: BryComm LLC

Annual Proposed Base Contract Price: \$ 21,500

SUMMARY OF REQUIREMENTS

The base contract price includes all costs required to meet the specifications detailed in the Scope of Service and Performance Requirements. Contract base price is based off of an estimated seven (7) miles of Fiber Optic OSP and nine (9) buildings with an estimated 216 dark strands of fiber. Base price to be adjusted as needed to accommodate future growth of the Williamson County Network.

The major requirements are listed below.

SERVICES INCLUDED IN BASE CONTRACT

Trim Trees, Individual Spans (ABV) - 5 spans included in base pricing

Transfer in line Cable - 5 transfers included in base pricing

Pole Make Ready - 5 aerial only transfers and 5 make ready requests included in base pricing

Unlash/Relash Broken Lashing Wire - 5 spans included in base pricing

Place or Replace Anchor - 5 replacements included in base pricing

Biannual OTDR Sweeps of all inactive fibers included in base pricing

PERSONNEL & STAFFING AVAILABLE FOR BASE CONTRACT

Project Manager: with qualified backup personnel

Primary Inspector: with qualified backup personnel

1 Placing crew – one (3) person placing crew

1 Splicing crew – one (2) person splicing crew

Design/ Drawing Personnel: BryComm will have a RCDD on staff

Administrative Personnel: BryComm shall have sufficient staff to provide administrative functions.



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ATTACHMENT C

Williamson County Fiber Optic OSP Maintenance Contract

This Williamson County Maintenance Contract (“Agreement”) is by and between Williamson County and BryComm, LLC:

for the following Project:

Maintenance of the Williamson County Fiber Optic Network

(“Williamson County Network”) as required from time to time, including systematic physical plant inspection, certain routine maintenance, and emergency repair of the Williamson County Network during the term of this Agreement (“Maintenance Work”).

WITNESSETH:

Article 1. Statement of Work.

1.1 BryComm shall furnish all materials, supplies, labor, services and equipment required for the Maintenance Work (the “Work”):

1.2 This Agreement is exclusive to BryComm.

1.3 In the event Owner determines to contract with other maintenance providers, Owner will notify BryComm at least ten (10) business days in advance of awarding any such additional contract, including Owner’s proposed partition of the Maintenance Work as between BryComm and the other maintenance provider(s).

1.4 If such a contract is awarded to another party, the Base Contract Amount (see Section 4 below) of this Agreement for BryComm shall be reduced pro rata in the proportion that the total Maintenance Work performed by the new contracting party(ies) bears to the whole; and the responsibilities hereunder to be borne as the base work level specified in the Maintenance



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Specifications (**Attachment A** hereto) by BryComm shall likewise be reduced in said pro rata proportion.

1.5 BryComm agrees to cooperate with Owner and with any such other maintenance provider(s) in effecting coordinated, timely, quality maintenance of the Williamson County Network.

Article 2. Contract Documents and relative priority

- 2.1 In the event of a conflict between the terms of this Agreement document and any other of the Contract Documents incorporated herein, the provisions of this Agreement document shall control. In the event of a conflict between the terms of any other of the Contract Documents, the documents shall be given controlling precedence in the following order: (i) the Maintenance Specifications; (ii) the General Conditions, (iii) the Additional Contract Documents: (iv) the Proposal.
- 2.2 Capitalized terms used but not otherwise defined in this Agreement document shall have the same meanings as designated in the Maintenance Specifications or the General Conditions.
- 2.3 Williamson County is the contracting party and the Owner. All references in the Contract Documents to Williamson County as the Owner or responsible contracting party for this Agreement are in practical effect references to Williamson county, and the Contract Documents shall be construed accordingly.

Article 3. Contract term; commencement of Work; execution of Agreement.

3.1 The Initial Term of this Agreement shall be for one (1) year with possible annual renewals thereafter, with the initial contract term to commence on August 15th, 2016 and terminate on August 14th, 2017, and with subsequent contract years commencing on August 15th, 2017 and ending the following August 14th; and, upon the mutual agreement of the parties, may be renewed for up to four (4) additional Renewal Terms of one (1) year each.

3.2 BryComm will commence the Work on the date specified in the Notice to Proceed issued by Owner (such date specified in the Notice to Proceed called the “Commencement Date” and which, unless otherwise specified by Owner, and upon satisfactory compliance by BryComm with its conditions precedent, including but not limited to those stated in Section 3.3 below, is intended to be August 15th, 2016), and will timely complete all Maintenance Work to be performed within the term of this Agreement and according to and in compliance with the standards, procedures and other provisions of this Agreement.



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3.3 BryComm shall not commence the Work until BryComm has provided Owner with (i) a Certificate of Insurance showing that the required insurance coverage is in place, (ii) the required Maintenance Bonds and/or any other bonds required by the Contract Documents, and (iii) BryComm's Safety Plan, and (iv) Owner has approved the insurance, bonds and Safety Plan. Any approval process is for the benefit of Owner only, and does not relieve BryComm from its obligation to comply with the requirements of this Agreement.

3.4 BryComm was permitted a period of ten (10) days from the date BryComm was notified of the award of contract to execute this Agreement, and five (5) days after the date the Agreement is signed by BryComm in which to provide the evidence of insurance, the bonds and the Safety Plan required by the Contract Documents. If BryComm fails to execute this Agreement within the ten-day time period, and/or to submit any of the required documentation within the five-day time period, Owner shall not be required to extend the Substantial Completion Date and Owner has the right to treat each day beyond the ten-day deadline in which this Agreement was unexecuted, and/or each day beyond the five day deadline in which one or more of the required documents had not been submitted, as a day of unexcused delay under the Agreement, which may have the effect of imposing liquidated damages on BryComm and/or reducing the number of calendar days in the term of this Agreement and be grounds for cancellation of the contract award or termination of this Agreements without penalty of further obligation to Owner.

Article 4. Contract Amount.

4.1 For performance of the Maintenance Work, Williamson county will pay to BryComm a Base Contract Amount equal to **Twenty-one Thousand Five Hundred Dollars (\$21,500.00)** annually, to be paid in equal biannual installments as defined in Article 5, section 5.1 below, and additional amounts for any work or materials in addition to the Base Work specified in the Maintenance Specifications ("Additional Work") at the unit-price or other price bases specified in the Proposal, but all subject to adjustment as provided in the Contract Documents:

Article 5. Payments.

5.1 Owner shall pay the annual Base Contract Amount to BryComm in two (2) equal installments of one-half (1/2) of the Base Contract Amount each, due on or before January 1st and July 1st, respectively, during the applicable contract year.

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



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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.

5.2. BryComm shall invoice Owner for any Additional Work performed, at prices according to those stated in BryComm's Proposal, for which BryComm shall also submit supporting materials acceptable to Owner. All invoices shall clearly identify the applicable work date(s) for each distinct task being billed, and such other information as Williamson County may from time to time specify

5.3 Owner will make payments to BryComm in accordance with the provisions set out in the General Conditions, including any provisions therein for adjustments or disallowances.

Article 6. Insurance.

6.1 BryComm is required to provide proof of required insurance prior to commencing the Work, in accordance with the requirements set out in Section 3.3 above, in the General Conditions, and any other Contract Documents.

6.2 BryComm's maintaining the required insurance is a material condition of the Agreement.

6.3 Prior to each new contract year, including during both the Initial Term and any Renewal Terms, BryComm shall provide proof of insurance both currently and for the next contract year, in addition, at any time during the Initial Term or any Renewal Term of this Agreement, BryComm shall provide Owner proof of current insurance upon request of Owner.

Article 7. Other Obligations. BryComm will comply with all requirements set forth in the other Contract Documents.

Article 8. Liquidated Damages. Liquidated damages in the amount of One Hundred Dollars (\$100.00) per day shall accrue for each and every calendar day of unexcused delay in achieving Substantial Completion of any of the Work. Any sums due and payable hereunder by the BryComm shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at or before the time of executing this Agreement. When the Owner reasonably believes that Substantial Completion of any Work hereunder will be inexcusably delayed, the Owner shall be entitled, but not required to, withhold



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from any amounts otherwise due BryComm an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when BryComm overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to BryComm those funds withheld, but no longer applicable, as liquidated damages.

Article 9. Worker's Compensation Insurance. Pursuant to Section 406.096 of the Texas Labor Code, by execution of the Agreement, BryComm certifies to Owner that it has Worker's Compensation Insurance coverage for each employee of BryComm employed on this Project. BryComm shall obtain from each subcontractor a certificate which certifies that the subcontractor has Worker's Compensation insurance coverage for each employee of the subcontractor employed on this Project and shall promptly provide Owner with all such certificates.

Article 10. Miscellaneous.

- (a) **Choice of law.** This Agreement shall be construed and applied according to the laws of the State of Texas, without giving effect to its choice of law's provisions.
- (b) **Venue.** Venue for any all disputes of any kind arising under or related to this Agreement shall be and lie exclusively in the state and county courts of Williamson County, Texas, or, as applicable, the federal district courts of the Western District of Texas, Austin Division.
- (c) **Attorney's fees.** The party prevailing in any adjudication, as that term is defined in Texas Local Government Code section 271.151, or successor statutes, of a claim by or against Owner or Owner's Agent, or any member Participant of Owner, or by or against BryComm, arising under or related to this Agreement or the performance of it, shall be entitled to recovery of reasonable and necessary attorney's fees that are equitable and just and costs as permitted by Texas Local Government Code section 271.153 or its successor statute.
- (d) **Entire Agreement.** This Agreement, including the other Contract Documents, constitutes the entire agreement between the parties, and supersedes any and all prior written or oral representations, agreements, promises, understandings or undertakings concerning the Work or any other subject matter of this Agreement.
- (e) **Amendment.** This Agreement may be amended only by a writing duly approved by Williamson County or its successor's governing body and by BryComm.
- (f) **Severance; survival.** If any provision of this Agreement should be held by a court or other legal tribunal to be illegal or otherwise unenforceable, the remainder of this Agreement shall



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survive to the extent lawful and practicable without changing the underlying purpose and intent of the Agreement, and shall continue and be enforceable on that basis.

- (g) **Construction.** Descriptive headings or captions in this Agreement are for convenience only and shall not affect the construction or application of this Agreement. Words having established technical or trade meanings in the industry shall be so construed. Listings of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender; and use of the singular or the plural herein shall include the other, unless context requires otherwise.
- (h) **Non-Assignable.** BryComm has been selected by Owner on the basis of experience, qualities, reputation, financial condition, and other attributes specific to BryComm. This Agreement is not assignable by BryComm without the express written consent of Owner, which shall be given or withheld in the sole discretion of Owner; provided, however, that BryComm may assign this Agreement in whole or in part to any entity controlling BryComm, controlled by BryComm or under common ownership and control with BryComm, without the prior written consent of Owner; provided, that BryComm stands thereafter as guarantor of the performance of the assignee entity unless otherwise agreed in writing by Owner. A mere change by BryComm of its partnership name, corporate name or trade name shall not require the consent of Owner; provided, that written notice shall be promptly given to Owner by BryComm of the proposed change and of the effective date thereof, at least fifteen (15) days in advance of such change.
- (i) **No waiver of rights.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.
- (j) **Force Majeure.** No party hereto shall be responsible for performance hereunder, and its obligation to perform its obligations hereunder shall be suspended, for the duration of any events of force majeure, including but not limited to: Acts of God, including fire, explosion, earthquake, flood, landslide, and catastrophic storm and other weather events; sustained power outages or fuel shortages preventing operation of necessary equipment or receipt of



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necessary materials, supplies or equipment; national or international failures of supply of necessary equipment, materials, components or supplies; acts of terrorism, vandalism, sabotage, theft of necessary components, equipment, materials or supplies; any action, law, order, regulation, directive, or requirement of the United States government or of any state or local government, or of any agency, commission, court, regulatory body or other instrumentality of such government, or of any civil or military authority, having requisite authority and jurisdiction, that precludes or substantially adversely affects the party's ability to perform; war, national emergency or civil insurrection, riot or other civil disorder; strike, work stoppage or lockout; or any other event outside the control of the party or its reasonable ability to have avoided or prevented such event; and such excuse by reason of force majeure shall last until that party by the exercise of reasonable diligence removes, avoids or otherwise cures such impediment; provided, however, that failure, inability or absence of performance for any reason based on the economic condition of the party or the potential for economic advantage to that party on the basis of nonperformance shall not constitute an event of force majeure.

- (k) **Authority to execute.** Each person signing this Agreement on behalf of a party hereto represents and warrants to the other party that he/she has the requisite authority to sign this Agreement on behalf of the party for which he/she signs, and has been duly authorized by that party to execute this Agreement on the party's behalf and to bind the party thereby; and that all prerequisites to permit and authorize the agreement of the party being represented to enter into this Agreement have been taken and completed as required by applicable law.
- (l) **Consents.** Except where otherwise provided in this Agreement, where consent is required of each party to this Agreement, the parties shall not unreasonably withhold, delay or condition such consent.
- (m) **DISCLAIMER AND LIMITATION OF LIABILITY.**

NEITHER OWNER NOR OWNER'S AGENT, NOR ANY MEMBER PARTICIPANT OF OWNER, NOR ANY OF THEIR ELECTED OFFICIALS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES (ALL COLLECTIVELY, "OWNER PARTIES"), SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES THAT RESULT OR ARISE FROM OR UNDER THIS AGREEMENT. BRYCOMM'S SOLE REMEDY FOR BREACH OF THIS AGREEMENT BY OWNER OR BY ANY OWNER PARTIES SHALL BE TERMINATION AS PROVIDED HEREIN AND PAYMENT OF ANY FEES, REIMBURSEMENTS, OR OTHER PAYMENTS ACCRUED AND DUE UNDER THE TERMS OF THIS AGREEMENT.



- (n) **Failure of appropriations.** This Agreement does not create any future debt or other obligation of Owner or of any Owner Participant entity to make payments other than out of Owner's current fiscal year funds. It shall be grounds for termination of this Agreement without penalty to Owner or any Owner Participant if any member Participant of Owner fails for any reason to appropriate and timely pay to Owner in full its apportioned share of Owner's annual budgeted funds; or, alternatively, Owner shall have the right to adjust the scope of this Agreement and the payment terms and contract payment amounts hereunder to reflect such adjustments as Owner in its discretion makes to its annual budget on account of such failures of appropriation or timely payment by its members; provided, that Owner will give BryComm notice of any such nonappropriation or nonpayment by any member Participant of Owner if in Owner's judgment such non-appropriation or nonpayment will have a material effect on the ability of Owner to make payments required under this Agreement. In the event Owner determines to terminate this Agreement due to any such nonappropriation, and gives written notice to BryComm of such termination, this Agreement will thereupon terminate without penalty to or further obligation hereunder of either party; provided, that Owner will remain responsible for costs and fees accrued hereunder for periods prior to such termination. Owner certifies that it has available funds for payment of this Agreement during the initial fiscal year of Owner in the term hereof.
- (o) **Relationship of parties.** The parties contemplate and intend that the relationship of BryComm to Owner at all times during the term of this Agreement and any extensions of it shall be that of an independent BryComm and not an employee of Owner; and nothing in this Agreement or any license, document or attachment made a part hereof, nor any oral agreement, discussion or representation between the parties, shall be construed or applied to create any relationship between the parties other than that of BryComm as an independent Contractor. BryComm shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.
- (p) **Cooperation.** BryComm agrees to cooperate fully with Owner in the performance of the Work hereunder, or in the defense or settlement by Owner of any lawsuit or other claim concerning, related to, or arising from the Work or this Agreement.
- (q) **INDEMNITY.**

BRYCOMM SHALL INDEMNIFY AND HOLD OWNER, OWNER'S AGENTS, OWNER PARTICIPANT ENTITIES AND OTHER OWNER PARTIES, HARMLESS FROM ANY AND ALL CLAIMS, SUITS AND PROCEEDINGS OF ANY KIND OR CHARACTER (COLLECTIVELY "CLAIMS"), ASSERTED AGAINST OWNER, OWNER'S AGENTS, OTHER OWNER PARTICIPANTS (OR THEIR PERSONNEL) OR OTHER OWNER PARTIES RELATED TO, CONCERNING OR ARISING FROM BRYCOMM'S PERFORMANCE OF WORK UNDER THIS AGREEMENT, FOR WHICH AND TO THE EXTENT ANY SUCH CLAIM IS BASED IN WHOLE OR PART ON ASSERTIONS OF THE ACTS OR OMISSIONS OF CONTRATOR, ITS EMPLOYEES, AGENTS, OFFICERS, PARTNERS, OWNERS OR OTHER PRINCIPALS, SUBCONTRACTOR OR OTHER REPRESENTATIVES.



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- (r) **Document and information ownership.** All documents detailing information concerning or describing (i) the WILLIAMSON COUNTY Network, including the location or configuration of any part of the WILLIAMSON COUNTY Network (including but not limited to WILLIAMSON COUNTY fiber optic cable, facilities, sites, equipment, or any other part of the WILLIAMSON COUNTY Network, including but not limited to as-built diagrams or other documentation); (ii) the condition from time to time of the WILLIAMSON COUNTY Network or any parts of it; (iii) details or history of any maintenance, repairs, alterations, modifications, reconfigurations, extensions, upgrades, additions or other aspects of any kind of the WILLIAMSON COUNTY Network or any part of it; (iv) plans, designs or engineering work for any WILLIAMSON COUNTY Network extensions, upgrades, additions, alterations, repairs, reconfigurations, maintenance or any other change of any kind to the WILLIAMSON COUNTY Network or any part of it: and (v) any and all other documents related to or concerning the WILLIAMSON COUNTY Network, whether provided to BryComm by WILLIAMSON COUNTY, created by BryComm or its subcontractors in relation to BryComm's work hereunder, or otherwise (all collectively "WILLIAMSON COUNTY Information"), to which BryComm or any of its subcontractors have access, or right of access or control, are and shall remain the sole and exclusive property of WILLIAMSON COUNTY. BryComm understands and acknowledges that the use by BryComm of all such information shall be only in aid of the performance of BryComm's duties hereunder, and that BryComm's unauthorized use, or the unauthorized access by or disclosure to unauthorized persons or entities, shall be a material violation of this Agreement, and that it may be and likely is proscribed by law, for which criminal penalties may be imposed. Upon termination of this Agreement for any reason, BryComm agrees promptly to return all such WILLIAMSON COUNTY Information to Owner and to certify within ten (10) business days of such termination that all WILLIAMSON COUNTY Information in BryComm's possession or under its control or access, or right of control or access, have been returned to Owner. For the purposes of this provision, "documents" includes without limitation hereby any and all documents, records, diagrams, photographs, images, and other information of any kind, no matter where, on what medium, or by what means created, stored, written, recorded, transmitted, kept or maintained; and all WILLIAMSON COUNTY Information provided to BryComm's subcontractors, agents or representatives is considered to be under the control or right of control of BryComm.
- (s) **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.
- (t) **Termination:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
- (u) **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,



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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.

(v) **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 thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

(w) **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.



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Executed by the parties on the dates set forth below, but to be effective as of the fifteenth day of August 2016.

OWNER (WILLIAMSON COUNTY):

By: _____

Name: _____
(Print Name)

Title: _____

Date: _____, 2016

MAINTENANCE CONTRACTOR (BRYCOMM, LLC):

By: _____


Name: _____ Cory Brymer

Title: _____ President/Owner

Date: _____ August 4 _____, 2016



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OFFER CERTIFICATION

The undersigned Firm, by signing and executing this offer, certifies and represents to Williamson County that Firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this offer; the Firm also certifies and represents that Firm has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this offer; the Firm certifies and represents that Firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of Williamson County concerning this offer on the basis of any consideration not authorized by law; the Firm also certifies and represents that Firm has not received any information not available to other Firms so as to give the undersigned a preferential advantage with respect to this offer; the Firm further certifies and represents that Firm has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Firm will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this offer; the Firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of Williamson County in connection with information regarding this offer, the submission of this offer, the award of this offer or the performance, delivery or sale pursuant to this offer.

FIRM NAME _____ BryComm ,LLC _____

SIGNED BY _____  _____

PRINTED NAME _____ Cory Brymer _____

TITLE _____ President/Owner _____

MAILING ADDRESS _____ PO Box 220, Pflugerville, TX 78691 _____

TELEPHONE - (512) 712-4008 _____

FAX NUMBER - (512) 712-4009 _____

DATE _____ August 4, 2016 _____

E-MAILADDRESS _____ cory.brymer@brycomm.com _____



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SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g., subawards to subrecipients).

BryComms receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____ BryComm, LLC _____

Signature of Company Official: _____  _____

Date Signed: _____ August 4, 2016 _____



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Commissioners Court - Regular Session

43.

Meeting Date: 08/16/2016

ESD 4 Board Appointment

Submitted For: Cynthia Long

Submitted By: Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Keith Bright to position #5 on the Emergency Services District #4 board of directors, filling an unexpired term of January 1, 2016 to December 31, 2017.

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 08/04/2016

Reviewed By

Wendy Coco

Date

08/04/2016 03:18 PM

Started On: 08/04/2016 12:05 PM

Commissioners Court - Regular Session

44.

Meeting Date: 08/16/2016

Sole Source approval for Vertex Inc

Submitted For: Max Bricka

Submitted By: Max Bricka, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Vertex Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, and designating Vertex Inc. as the sole source provider of products, services and maintenance of Tax Data used in payroll tax calculations in the Oracle Payroll module.

Background

Vertex, Inc. is the only provider that is certified and licensed by Oracle for payroll tax calculations in the Oracle Payroll module.

Fiscal Impact

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

Attachments

[Vertex Inc Sole Source Packet](#)

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Max Bricka

Final Approval Date: 08/10/2016

Reviewed By

Kerstin Hancock

Rebecca Clemons

Date

08/09/2016 08:29 PM

08/10/2016 11:03 AM

Started On: 08/03/2016 10:50 AM



Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

8/3/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Vertex, Inc.

Dear County Judge and Commissioners,

Recently our county Technology Services department made a request for qualifying the **sole source purchase of products, service and maintenance of Tax Data used in Oracle's Payroll module. These items are supplied by Vertex, Inc. who is the only provider that is certified and licensed by Oracle for payroll tax calculations in the Oracle Payroll module.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration.
- A signed Sole Source Justification Request submitted by Jay Schade, ITS Director
- A signed letter of justification from the supplier, establishing why their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Jay Schade, ITS Director
- A price quote of requested items.

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Purchasing Agent / Director



Welcome Mbricka@wilco.org | [Logout](#)
 Need assistance?
Contact us
or call 800-990-9339

[Home](#) [Search](#) [Source](#) [Tools](#)

[Schedule](#) [Task](#) [Note](#)

[Vendor view of bid](#)

[Chat](#) | [Description](#)

Bid #1606-097 - Intent To Deem Vertex As Sole Source Tax Data Provider For Oracle Payroll Module

Time Left	closed	# of offers	0
Bid Started	Jun 23, 2016 8:24:26 AM CDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Jul 7, 2016 3:30:00 PM CDT	# of suppliers viewed	15 (View)
Agency Information	Williamson County, Texas, TX (view agency's bids)	Q & A	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations		
	Williamson County, Texas Purchasing Department 901 S. Austin Avenue Georgetown TX 78626 Qty 1 Expected Expenditure \$1.00		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

[View Approval Flow](#) [View Approval Flow](#)
Approval Status Approved

Description

Bid Number 1606-097
Title PLEASE ATTACH ANY SUPPORTING DOCUMENTATION TO THIS LINE
Quantity 1 each
Contract Duration One Time Purchase
Prices Good for 30 days
Budgeted Amount \$0.00 [\(change\)](#)
Bid Comments Williamson County, Texas intends to award a sole-source contract with Vertex, Inc. for the following item:

Tax Data Provider for Oracle Payroll Module - to provide government approved tax files to Oracle for payroll tax calculation per government laws

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED. Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by 3:30PM July 6th, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.


Description Williamson County, Texas intends to award a sole-source contract with Vertex, Inc. for the following item:

Tax Data Provider for Oracle Payroll Module - to provide government approved tax files to Oracle for payroll tax calculation per government laws

[Please Attach Any Supporting Documentation To This Line](#)

Documents

[Select All](#) | [Select None](#) | [Download Selected](#)

- 1.  [Conflict of Interest Form - Local Gov.](#) (download)

Contractor Advertisements

[View All Ads](#)

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- This request form completed and signed
- A written quote from the supplier, listing the goods, services and pricing
- Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- Notarized Sole source affidavit completed by the supplier
- Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Jay Schade, Technology Services

Requestor Title: Technology Services Director Requestor Phone Number: 5129431460

Requested Sole Source Supplier:

Company Name: Vertex, Inc.

Contact Name: Sue Cole

Address 1041 Old Cassatt Rd.

City: Berwyn State: PA Zip Code: 19312

Phone Number: 610-651-5376 Email Address: sue.cole@vertexinc.com

Website: www.vertexinc.com

Is the recommended supplier the manufacturer? Yes No

Does the manufacturer sell the item(s) through distributors? Yes No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

Vertex is the Tax Data provider for Oracle's Payroll module. We have used Vertex as long as we have used Oracle because Oracle is only certified with Vertex to provide government approved Tax files to Oracle so that our Payroll Taxes are calculated per the government laws. To confirm this I opened up a Service Request with Oracle support and here is their response :
Hi Minnie , Oracle Payroll tax is working via VERTEX only . Please review following documentation for more details. Oracle HRMS (US/CA) ' Vertex/Quantum' Frequently Asked Questions (FAQ) (Doc ID 735988.1) Oracle Human Resources Management Systems Implementation Guide (US)/section Payroll Tax Subsystem. Thanks, Amal

The United States and Canadian legislations require the Quantum tax calculation engine from Vertex Inc.
Release 11i and Release 12 Oracle Payroll in North America uses a third party taxation product called Vertex Payroll Tax Q Series (a.k.a. Quantum), which is produced by Vertex Inc.

Schedule: Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".

Renewal Period 8/1/16-7/31/17. Need a PO prior to then.

Estimated Cost: \$7,960.00

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- The required item or service is proprietary to the supplier
- The recommended supplier holds the patent on the requested item(s)
- The recommended supplier is the only supplier capable of performing the requested service
- A specific item is needed
- To be compatible or interchangeable with existing hardware
- As a spare or replacement hardware
- For the repair or modification of existing hardware
- For technical evaluation or testing

- Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

- There is a substantial risk in selecting another product or service provider.

If so, please describe:

- It is not possible to obtain competitive bids for consideration.

If so, why:

In the United States and Canada, the legislation rules and tax routines are maintained by Vertex Inc., an independent, third party software company. This taxation data is accessed by the Payroll calculation engine via software provided by Vertex Inc., which is redistributed by Oracle. Currently this software is named 'Vertex Payroll Tax Q Series', (a.k.a. Quantum). Customers who have installed either or both CA and US legislations must also obtain a Vertex license and request monthly data updates for tax calculations, or taxes will not calculate correctly.

Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

List any other sources, suppliers, products or service providers that you reviewed in your selection process:

List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 8/1/2016

Signature: Jay Schade

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.



July 19, 2016

Williamson County Technology Services
Jay Schade, Sr. Director
301 SE Inner Loop
Suite 105
Georgetown, TX 78626

Re: Account # 10176000

Dear Jay:

This is to confirm that Payroll Tax Q Series Solution licensed to Williamson County is distributed only by Vertex and supported only by Vertex. If you need any additional information, please contact me.

Thank you,

Mimi Tadeo
Contracts Administrator
Vertex, Inc.
Mimi.Tadeo@Vertexinc.com
484-595-2582



Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Lisa Butler, who after being duly sworn on oath stated the following:

My name is Lisa Butler. My title is CFO.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, Vertex, Inc. is the sole-source supplier of the Payroll Tax Q Series Solution following item: Vertex, Inc. is the sole-source supplier of this item because: it is licensed only by Vertex and supported by it If Vertex, Inc. ever ceases being the sole-source supplier of this item, Vertex, Inc. shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 29 day of July, 2016.

[Signature]
[Signature]

Lisa Butler, CFO
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on July 29, 2016, by Mary Elizabeth Tadeo
[Printed Name]

Mary Elizabeth Tadeo
[Signature] Notary Public
State of PA
My Commission expires on 6/4/2017
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Elizabeth Tadeo, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires June 4, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Technology Services

May 26, 2016

From: Jay Schade, Sr Director
Williamson County Technology Services

To: Max Bricka
Purchasing Agent / Director
Williamson County Purchasing

Subject: Single / Sole Source Justification Letter

I recommend that we identify Vertex, Inc as the sole source provider of payroll tax data for Oracle. The only solution Oracle has certified for payroll tax calculations in the Oracle Payroll module is Vertex.

Please let me know if you have any questions.

Thank you.

Jay Schade, Sr Director
Williamson County Technology Services

WILLIAMSON COUNTY

512.943.1460 Fax 512.943.1488
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626



Vertex, Inc.
1041 Old Cassatt Road
Berwyn, PA 19312

Renewal Quote - DO NOT PAY

Date: 4/18/2016

Company: Williamson County

Account: 10176000

P.O. #

Please remit PO#'s to Vertex Finance at fax 610-407-9694 or PO@Vertexinc.com

Service Agreement: SA10290

Renewal Period: 8/1/2016 To 7/31/2017

Expected Invoice Date: 6/17/2016

Payment Terms: NET 30 Days

Bill To: Tammy McCulley

301 SE Inner Loop
Ste 105
Georgetown, TX 78626

Product: Payroll Tax Q Series Solution Service Agreement

Delivery Method: FTP

Ship To Praveen Rao

301 SE Inner Loop
Ste 106
Georgetown, TX 78626

Service Agreement Renewal: \$7,960.00

Account Total Renewal: \$7,960.00

**** Please note that the renewal prices quoted are for budgeting purposes and may be subject to change without notice. Quotes do not include applicable taxes**

Question? Contact: Sue Cole, 610-651-5376

Commissioners Court - Regular Session

45.

Meeting Date: 08/16/2016

Approving Enterprise Installation DIR Co-op Service Contract

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 Services Contract with Dell, Inc. for Enterprise Installation of VMware Horizon View with Unidesk per DIR Contract # DIR-SDD-1951.

Background

Requested by Mr. Richard Semple, Director - Operations and Public Safety Technology; this Service Contract is for Dell, Inc. to include the installation and configuration of VMware Horizon View with Unidesk.

Fiscal Impact

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

Attachments

Service Contract

SOW

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:03 AM

Started On: 08/08/2016 07:52 AM

THE STATE OF TEXAS
COUNTY OF WILLIAMSON §

§
§

**SERVICES CONTRACT
DELL MARKETING LP
FOR ENTERPRISE INSTALLATION
VMWARE HORIZON VIEW WITH UNIDESK
(DIR SDD-1951)**

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 Dell Marketing LP (hereinafter “Service Provider”), with principal offices in Round Rock, Texas. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational goods and services pursuant to the State of Texas Department of Information Resources Contract for Products and Related Services (hereinafter “DIR-SDD-1951”) and the following terms, conditions, and restrictions included herein. In the event of a conflict between this Contract and DIR-SDD-1951, the DIR-SDD-1951 term shall control.

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. 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. Service Provider’s indemnification of The County against claims arising

under or related to this Contract and Service Provider's liability for damages of any kind shall be in accordance with the terms of DIR-SDD-1951.

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.

Assignment: In accordance with the terms of DIR-SDD-1951, Service Provider's assignment of this Contract shall require a mutually agreed written Contract amendment.

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/Statement of Work, dated June 23, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$28,487.00, unless amended by a change order and approved by the Williamson County Commissioners Court.**

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

VI.

Services: Service Provider shall provide services *as an independent contractor*

pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include the following items in order to complete the project:

As described in the attached Proposal/Statement of Work, dated June 23, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full.

VII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

VIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

IX.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

XI.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph IX above.

XIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the parties' financial obligations for the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XV.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the 28th day of July, 2016.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature



Authorized Signature

Senior Contract Mgr
Mike Wallace

mw

Exhibit "A" Statement of Work





Statement of Work for Williamson County, Texas

June 23, 2016

Enterprise Installation of VMWare Horizon View with Unidesk



Contents

1	INTRODUCTION	3
2	TERM	3
3	SUMMARY OF SERVICE.....	3
4	SCOPE OF SERVICE	3
4.1	Introduction	3
4.2	Detailed Description	3
4.3	Customer Responsibilities	7
4.4	Assumptions	8
4.5	Out of Scope	8
4.6	Schedule / Timeline / Milestones	8
4.7	Service Hours	9
4.8	Deliverables	9
4.9	Personnel Skills and Qualifications.....	9
5	PRICING	9
5.1	Purchase Order Amount	9
5.2	Pricing Clauses:.....	10
6	CHANGE MANAGEMENT PROCESS.....	10
7	OTHER PROVISIONS	11
8	GENERAL.....	11
9	SIGNATURES.....	12
	Appendix A Supported Sites	13

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1 INTRODUCTION

This Statement of Work (“SOW”) sets forth the Services (as defined herein) to be performed by Dell Marketing LP (“Dell”) to (“Customer”). The Services shall be performed in accordance with this SOW and the State of Texas Department of Information Resources Contract DIR SDD-1951. All Customer use of software, online services, or software-enabled Services in connection with this SOW is pursuant to the terms of the individual license agreement distributed with the service or, in the absence of such an agreement, the Agreement. Confidentiality: All information supplied to customer for the purpose of this SOW is to be considered Dell Confidential.

The following appendices are attached hereto and incorporated by reference:

- Appendix A - Supported Sites

2 TERM

The term of this SOW shall begin on the date of the last signature (“Effective Date”) as set forth in the Signature Section of this SOW and unless terminated in accordance with this SOW or the Agreement, shall expire on the date that Dell completes the provision of Services in accordance with this SOW provided, however, in the event the Customer has not engaged Dell to perform such Services and three (3) months have passed since the later of the Effective Date and Dell’s completion of the last requested Service-related deliverable, Dell may terminate this SOW by providing thirty (30) days prior written notice. Further, in the event the term of this SOW extends beyond one (1) year, Dell reserves the right to revisit the pricing on each anniversary of the Effective Date.

3 SUMMARY OF SERVICE

Dell will provide the services as specifically described herein (the “Services”), which include the following:

- Enterprise Installation of VMware Horizon View with Unidesk

4 SCOPE OF SERVICE

4.1 Introduction

The purpose of this professional services scope of work is to outline the tasks that will be completed for Williamson County in regards to the Enterprise Installation of VMware Horizon View with Unidesk.

4.2 Detailed Description

Dell will provide the following Services:

VDI Host Preparation and Design

- Architect and Design network VLANs to support introduction of virtual desktop infrastructure networking dependencies.



- Architect and Design DHCP scopes to support distribution of IP addresses for additional virtual devices on network segments.
- Architect and Design Active Directory OU structure for VDI Management Servers and VDI virtual machines
- Architect and Design Active Directory Group Policy inclusions and exclusions to support VDI design for management servers and virtual machines clients
- Architect and Design Microsoft KMS license server solution to be distributed for all operating systems and Microsoft applications that require KMS or MAK key activation

Hardware Installation

- Installation and Configuration of 5 (five) Dell R730 PowerEdge Servers in server enclosure with adequate power and network access.
- Installation and Configuration of optimum RAID for 5 (five) Dell R730 PowerEdge Servers to optimize VDI performance
- Installation and Configuration of 5 (five) Dell R730 PowerEdge Servers with VMWare vSphere 6
- Installation and Configuration of networking teaming and assigning of multiple network VLANs to support VMware vSphere Management and segregated VDI networking.
- Installation and Configuration of VMware vSphere vCenter for management of 5 (five) Dell R730 PowerEdge Servers
- Installation and Configuration of dedicated 10GB iSCSI network switches, optimize for Dell Compellent SC4020 Array
- Installation and Configuration of 2 (two) Dell Compellent SC4020 Storage Arrays, present and create storage pools for shared storage
- Installation and Configuration of Dell Compellent SC4020 shared storage to 5 (five) Dell R730 PowerEdge Server for clustering
- Installation and Configuration of Dell Compellent Remote Instant Replay between primary and secondary site datacenters.
- Installation and Configuration of Dell Compellent Live Volume between primary and secondary site datacenters.
- Installing and Configuration of VMWare vSphere clustering on 5 (five) Dell R730 PowerEdge Servers to enable high availability

VMWare Horizon View Installation and Configuration

Installation and Configuration

- Installation of VMWare Horizon View 6 or later
 - Installation and Configuration of dedicated Microsoft SQL 2008 R2 or later on highly available virtual machine
 - Installation and Configuration of Microsoft SQL 2008 R2 or later Management Studio
 - Installation and Configuration of Windows 2012 R2 on 7(seven) highly available virtual machines
 - Installation and Configuration of 4 (four) highly available virtual machines with VMware Horizon View 6 Connection Servers with prerequisites required for installation
 - Installation and Configuration of 4 (four) highly available virtual machines with VMware Horizon View 6 Access Points in dedicated DMZ
 - Installation and Configuration of 4 (four) highly available virtual machines with VMware Horizon 6 Servers with prerequisites required for installation



- Installation and Configuration of 2 (two) highly available virtual machine for VMware Horizon View 6 Event Database
- Installation and Configuration of Dell Compellent SC9000 storage presentation to VMware cluster as VMware datastore for 2 (two) Dell FC430 3 (three) R720 PowerEdge Servers running VMware ESXi Hosts
- Installation and Configuration of storage load balanced for placement of template and virtual machines
- Installation and Configuration of VMware Horizon View Rapid Provisioning with appropriate cache demand on 2 (two) Dell FC430 3 (three) Dell R720 PowerEdge Servers
- Installation and Configuration of VIP for VMware Horizon View Connection and VMware Horizon Security redundant brokers, test load balancing capability
- Installation and Configuration of VMware Horizon View Desktop Pools to support number or groups that will receive VDI environment designated by physical building location, room number and method of connection entry access point
- Installation and Configuration of Managed Desktop Delivery Group to support number of groups that will receive VDI environment designated by physical building location, room number and method of connection entry access point
- Installation and Configuration of Windows Base image
 - Installation and Configuration of up to 2 (two) Windows Base image 7/8.1/10 with base application set determined prior to the installation. Base application list will be determined prior to base image build out and signed off for acceptance prior to build
 - Installation, Configuration and Optimization of Windows Base Image performance for VDI with native VMware Horizon View optimization toolkit and recommended best practice settings
 - Installation and Configuration of VMware Horizon View PCOIP Component for redirection of Flash, USB and multi-media support.
 - Performance tuning for VMWare Horizon View PCOIP Flash Redirection and multi-media support
 - Installation and Configuration of VMware Horizon View Rapid Provisioning feature specific to Operating System process architecture
 - Installation and Configuration of anti-virus policies and exclusions for VDI environment per recommended best practice methodology.
 - Installation and Configuration of printer scripts, OU published printers or any specific delivery method intended to assign printers per classroom/lab for the VDI environment
 - Installation and Configuration of Windows Server 2012 R2 highly available virtual machine
 - Installation and Configuration of Microsoft KMS license server for the distribution and allocation of Microsoft operating systems and applications.
- Installation and Configuration of VMware Horizon View 6 or later Client in kiosk mode for repurposed PCs
 - Inventory device settings which include serial number, MAC Address and device information into project database for reconfiguration and distribution of VMware Horizon View 6 Client Kiosk Mode
 - Architect and design VMware Horizon View 6 or later Client Kiosk Mode naming convention to reflect placement of thin client per physical building location and room number within the organization
 - Installation and Configuration of base “thin” image that supports VMware Horizon 6 Client in Kiosk Mode



- Installation and Configuration of base “thin” image for 10 repurposed PCs
- Installation and Configuration of Wyse WTOS Thin Clients
 - Installation and Configuration of FTP Repository that will host WTOS configuration settings and firmware for each model thin client
 - Installation and Configuration of DHCP Scope Options per VLAN for Wyse Thin Client configuration settings
 - Installation and Configuration settings for WNOS.ini settings that will give customer look and feel that they expect and pointing thin clients to VMware Horizon View connection broker
 - Installation and Configuration of secondary FTP Repository that will host WTOS configuration settings and firmware for each model thin client.
 - Installation and Configuration of DHCP Scope Options per VLAN for Wyse Thin Client configuration settings for Disaster Recovery purposes
 - Installation and Configuration of Wyse Device Manager/Terradici Device Manager
- VDI Desktop Provisioning/ Desktop Pool user assignment
 - Installation and Configuration of user assignment to VDI desktop group via Active Directory user credentials, thin client hostname assignment and or connection entry access point.
 - Test VMware Horizon View Connection/Security Server load balancing fail-over feature and user assignment per Active Directory user credentials, thin client hostname and or connection entry access point.
 - Installation and Configuration of Rapid Provisioning Settings file which includes information for SYSPREP, license activation key, virtual machine naming convention and post installation procedures that are include but are not limited to domain join credentials, Active Directory placement, organizational information and virtual machine resource reconfiguration
- Unidesk Installation and Configuration
 - Assessment of existing Active Directory OU structure, recommendation of changes that need to be made to support VDI environment
 - Design Master Cache Point and Secondary Cache Point design
 - Designate number of secondary cache points per hosts, create storage requirements and networking
 - Install Unidesk Management Software on designated Windows Server 2012R2 virtual machine
 - Install Master Cache Point, Assign Cache Point repository, Assign Boot Disk Repository, Assign IP Address and validate communication
 - Install Secondary Cache Points - two per server, assign Cache Point Repository, Assign Disk Repository, Assign IP Address and validate communication

Active Directory VDI Readiness and Configuration

Assessment and Remediation

- Assessment of existing Active Directory OU structure, recommendation of changes that need to be made to support VDI environment
- Assessment of existing Group Policies for VDI environment, recommend of changes that would support specific user types for document redirection and personal settings
- Assessment of existing software licensing method; recommend Microsoft KMS licensing for Windows Bases Operating Systems and Office



Knowledge Transfer (optional)

- Knowledge Transfer
 - Delivery of knowledge transfer over complete component installation and configuration for the duration of 1 (one) day for administrators that will include but will not be limited to Dell R720 PowerEdge Server configuration, Dell FC430 PowerEdge Servers, Microsoft Server 2012R2 configuration and administration, VMware Horizon View Security/Connection Server configuration and administration, repurposed PC configuration and deployment task list and Best Practice Recommendation and Methodology of building Windows Base image for a VDI environment.
 - Dedicated resource for the duration of 1 (one) day to field questions, troubleshoot and remediate any issues that are presented post installation of VDI environment.

4.3 Customer Responsibilities

Customer agrees generally to cooperate with Dell in its delivery of the Services. Customer agrees to the following responsibilities:

- 1) During the term of this SOW, Customer is responsible for promptly notifying Dell in writing of a) any changes Customer makes to its information technology environment that may impact Dell's delivery of the Services; and b) if Customer becomes aware that any of the Assumptions set forth herein are incorrect.
- 2) Customer will maintain a backup of all data and programs on affected systems prior to Dell performing the Services and during the term of the SOW. Dell will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of or in connection with the Services provided under this SOW.
- 3) Prior to the start of this SOW, Customer will indicate to Dell in writing a person to be the single point of contact, according to project plan, to ensure that all tasks can be completed within the specified time period. All Services communications will be addressed to such point of contact (the "Customer Contact"). Failure to do so might result in an increase in project hours and/or length in schedule.
- 4) Customer agrees to make available suitable resources, space, personnel, documentation, and systems.
- 5) Customer will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contacts"). Dell may request that meetings be scheduled with Technical Contacts.
- 6) Customer Contact will have the authority to act for Customer in all aspects of the Service including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- 7) Customer Contact will ensure that any communication between Customer and Dell, including any scope-related questions or requests, are made through the appropriate Dell Project Manager.
- 8) Customer Contact will provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- 9) Customer Contact will ensure attendance by key Customer contacts at Customer meetings and deliverable presentations.
- 10) Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 11) Customer may be responsible for developing or providing documentation, materials and assistance to Dell and agrees to do so in a timely manner. Dell shall not be responsible for any



delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such timely documentation, materials and assistance.

- 12) Customer Contact will ensure the Services personnel have reasonable and safe access to the Project site, a safe working environment, an adequate office space, and parking as required.
- 13) Customer will inform Dell of all access issues and security measures, and provide access to all necessary hardware and facilities.
- 14) Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services. Facilities and power must meet Dell's requirements for the products and Services purchased.
- 15) Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing, during the installation process, Technician will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by Technician under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.

4.4 Assumptions

Dell has made the following specific assumptions while specifying the Services detailed in this SOW:

- 1) The provision of the Services does not include the development of any intellectual property created solely and specifically for the Customer under this SOW.

4.5 Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) Any Dell training or certification services not specifically described in this SOW.
- 3) Except as set forth herein, Dell is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.

Upon request by Customer, Dell will provide a proposal for such out of scope services pursuant to the Change Management Process as defined in Section 6.

4.6 Schedule / Timeline / Milestones

Dell anticipates the Services will span an estimated period of 3 contiguous business weeks.

The table below is an estimate of the general project duration by phase and is intended for planning purposes only. The actual schedule may change as the project progresses.

Estimated Duration Table

Phase	Estimated Duration	Onsite/Offsite
VMware Certified Professional	3 Weeks	Onsite



Total	3 Weeks	Onsite
-------	---------	--------

Once this Service has been scheduled, any changes to the schedule must occur at least 8 business days prior to the scheduled date. If Customer reschedules this service within 7 business days of the scheduled date, this may necessitate invoking the Change Control Process to determine the impact, if any, and any related price adjustments.

4.7 Service Hours

Dell intends to provide the Services during the scheduled hours stated below (the "Service Hours").

This Service will be performed during normal business hours typically 8:00 a.m. to 5:00 p.m., Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between Dell and Customer.

4.8 Deliverables

The following is a list of tangible material provided as part of the Service performed by Dell for Customer under this SOW.

- 1) Design Document
 - a) Written document in PDF format which details the design of the Solution
- 2) As-Built Document
 - a) Written document in PDF format which details the settings used when building the Solution

4.9 Personnel Skills and Qualifications

Dell, will, at its sole discretion, determine the number of personnel and the appropriate skill sets necessary to complete the Services.

5 PRICING

This section describes the methodology for determining invoice amounts (the "Charges") for the Services provided under this SOW. Customer hereby agrees to pay the Charges in accordance with the Invoicing and Payment terms of the Agreement and as further supplemented within this SOW.

Charges shall be as follows:

5.1 Purchase Order Amount

Except as otherwise provided below, the Total amount to be noted on the Purchase Order provided to Dell for this SOW is: **USD \$28,487.00**. If this SOW includes estimates, invoices will be based on actuals usage or expenses incurred.

5.1.1 One-Time Charge Upon Service Completion

Dell will invoice Customer the One-Time Charge following performance of the Service.

One-Time Charge: USD \$28,487.00.



Payment of such invoice 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.

5.1.2 Expenses

Expenses are included in the Charges under this SOW. In the event of Scope changes, pursuant to the Change Management Process, expenses shall be included in any additional Charges.

5.2 Pricing Clauses:

- 1) Pricing - The terms of this SOW (including but not limited to the pricing) shall be valid for thirty (30) days following initial delivery date ("Initial Delivery Date") of this SOW to Customer. In the event this SOW is executed by Customer and returned to Dell after such thirty (30) day period, Dell may, in its sole discretion, (i) accept the SOW on the stated terms or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Service is based on Customer's environment as disclosed to Dell. If the assumptions, Customer responsibilities and parameters within the scope of the Service used to develop the SOW are found to be incorrect or have changed, the parties agree to pursue resolution through the Change Management Process set forth in this SOW.
- 3) If any of the volumetric assumptions used in this SOW (including, time on task, locations, service consumption, and/or configuration factors and excluding estimated hours or expenses) relied upon by Dell vary by +/- five (5%) percent, Dell has the right to adjust the pricing to reflect such changes.
- 4) Taxes - All prices are in USD and are exclusive of all applicable taxes

6 CHANGE MANAGEMENT PROCESS

The Change Management Process ("Change Management Process") is the process that governs changes to the scope of the Service during the Term of this SOW, as described below. The Change Management Process may be used to modify the Service described in this SOW, then, if required, a subsequent Contract Modification.

Changes permitted to be made pursuant to this Change Management Process will be limited to changes to Section 3 (Summary of Service) and Section 4 (Scope of Service) and adjustments in Section 5 (Pricing) associated with changes to Sections 3 and 4 of this SOW.

Either party may request a permitted change in the Scope of the Service by completing a Change Order Form at

www.dell.com/servicecontracts/RFC



The receiving party will review the proposed Change Order and will (i) approve it, (ii) agree to further investigation, or (iii) reject it. Changes agreed pursuant to the Change Management Process will not be effective until mutually executed by both parties.

Any desired modifications to this SOW which are not permitted above in this Section 6, will require that a written amendment to this SOW or a new SOW be mutually executed by the parties.

7 OTHER PROVISIONS

- 1) Dell may use affiliates and subcontractors to perform Services.
- 2) Dell may perform all or part of the Services off-site at a Dell or other location.
- 3) Services may be performed outside the country in which Customer and/or Dell is located. From time to time, Dell may change the location where Services are performed and/or the party performing the Services; provided however, Dell shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that Dell will request Customer's participation in a Customer feedback survey. Additionally, Dell may approach Customer to serve as reference regarding Dell's performance of the Services. If Customer agrees to be a reference, Customer and Dell will agree in writing to the terms of such reference. The Infrastructure Consulting References Program has been developed to facilitate the confidential conversations between Dell customers and prospective accounts.
 - a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) We will only share your contact information to a potential customer who is interested in contacting you for a discussion on your previous experiences.
 - c) We limit usage of your reference to no more than once/month.
 - d) We will not publish your name, organization, or any customer identifiable details based on participation in this program.
- 5) If a conflict arises between the terms of the Purchase Order, SOW and Agreement, the following order of precedence shall be followed: first, the SOW; second, the Agreement; and third, the Purchase Order (if any). Provided, however, in no event will any terms and conditions contained in any Purchase Order apply irrespective of whether such terms and conditions are in conflict with or merely ancillary to any terms and conditions in the SOW or Agreement.
- 6) At Dell's request, Customer agrees to cooperate with Dell to provide the following marketing assistance to Dell.
 - Provide reference calls to potential Dell customers for similar Services with reasonable limits on the number of requested calls.
 - Participate in and approve a success story detailing business benefits Customer has derived from utilizing the Services provided by Dell. All content developed by Dell is subject to Customer's final approval.

8 GENERAL

Dell shall not be responsible for any delay or failure to provide Service to the extent caused by: (1) failures by Customer to perform its responsibilities under this SOW; (2) materially inaccurate assumptions; (3) a defect, deficiency or failure with respect to Customer's network, systems, software,



data or other equipment; or (4) modifications to Customer's network, systems, or other equipment made by a party other than Dell or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, Dell may, following discussion with Customer regarding the impact of such incident, continue to provide the Service and shall use commercially reasonable efforts to perform the Service under this SOW. Customer shall reimburse Dell for its reasonable additional costs of providing the Service and out of pocket expenses for such efforts and only to the extent attributable to the items defined above.

9 SIGNATURES

Dell and Customer have caused this SOW to be signed and delivered by their duly authorized representatives.

Williamson County, Texas

Dell Marketing LP

By:

By:

Printed:

Printed:

Title:

Title:

Date:

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell receives a Customer's purchase order that references this SOW. Upon receipt and acceptance of the Customer's purchase order, a Dell Project Manager will contact you to begin Services scheduling. Any additional and/or conflicting terms and conditions stated on Customer's purchase order shall be void and have no effect on this SOW.

Please fax a copy of your purchase order and this signed SOW (with all pages in full) to
Fax: 512-283-7899, Attention: Intake Manager, RE: 12415113.
The purchase order amount should include estimated expenses, if they are billable.



Appendix A Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in section 6.

Supported Site	Address	City	State	Zip	Qty
	301 SE Inner Loop Suite 105	Georgetown	TX		



Contact Summary

Customer	Williamson County, Texas Contact Name: Otis Coufal Phone: 512-943-1456 Email: ocaufal@wilco.org
Customer	Richard Semple, MPA, CGCIO Director - Operations and Public Safety Technology Williamson County Technology Services Phone: 512-943-1489 Employee Link: https://wilco365.sharepoint.com/ITS-Services Public Link: www.wilco.org
Initial Delivery Date	8/5/2016
Document Author	Name: Darrell Vickers Title: Solutions Architecture Advisor Organization: Dell Global Solution Design Center Phone: (631) 532-0224 Email: Darrell_Vickers@Dell.com
Dell Segment Contact	Name: Rodney G. Cox Phone: 512-513-3135 Email: rodney_cox@dell.com
Locations where work will be performed	301 SE Inner Loop Suite 105 Georgetown, TX
Dell Opportunity Number	12415113



Commissioners Court - Regular Session

46.

Meeting Date: 08/16/2016

Approval to advertise for Cul-De-Sac Fog Seal IFB

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 authorizing Purchasing Agent to advertise and receive sealed bids for IFB # 1608-107, Cul-De-Sac Fog Seal.

Background

The duration for this project is 30 days, the estimated total is \$200,000

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Bid Packet](#)

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Thomas Skiles

Final Approval Date: 08/10/2016

Reviewed By

Kerstin Hancock

Rebecca Clemons

Date

08/10/2016 08:15 AM

08/10/2016 11:04 AM

Started On: 08/09/2016 09:57 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

**WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION**

Cul-De-Sac Fog Seal (for the Subdivision Seal Coat 2016)

BIDS MUST BE RECEIVED ON OR BEFORE:

Sep 15, 2016 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:

Sep 15, 2016 3:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

Bidders are strongly encouraged to carefully read this entire IFB.

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered “unresponsive” and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.
- ✓ Bids will be publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.
- ✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.
- ✓ It is the Bidder's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.
- ✓ Any addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
- ✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.
- ✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1608-107 Cul-De-Sac Fog Seal (for the Subdivision Seal Coat 2016)

Bid Number **1608-107**
 Bid Title **Cul-De-Sac Fog Seal (for the Subdivision Seal Coat 2016)**
 Expected Expenditure **\$200,000.00** (This price is expected - not guaranteed)

Bid Start Date **In Held**
 Bid End Date **Sep 15, 2016 3:00:00 PM CDT**
 Question & Answer End Date **Sep 2, 2016 5:00:00 PM CDT**

Bid Contact **Blake Skiles**
Purchasing Specialist III
512-943-1478
blake.skiles@wilco.org

Contract Duration **30 days**
 Contract Renewal **Not Applicable**
 Prices Good for **365 days**
 Pre-Bid Conference **Aug 26, 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

Item Response Form

Item **1608-107--01-01 - Item # 315-2010 Fog Seal**
 Quantity **14658 gallon**
 Unit Price
 Delivery Location **Williamson County, Texas**
No Location Specified
 Qty 14658

Description
 Item # 315-2010 Fog Seal

Item **1608-107--01-02 - Item # 500-2001 Mobilization**
 Quantity **1 lump sum**
 Unit Price
 Delivery Location **Williamson County, Texas**
No Location Specified
 Qty 1

Description
 Item # 500-2001 Mobilization

General Notes and Technical Specifications

Cul-De-Sac Fog Seal

Definition of Terms

Fog Seal Season: October 1 through June 30.

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

Contractor: Successful bidder of the attached invitation to bid.

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

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

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

TxDOT: Texas Department of Transportation.

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the inspector) for a continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

General Notes

All work performed and all products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. This fog seal project shall begin within five (5) working days after such notification and shall continue for twenty (20) working days.

Contractor shall not work after the ending of fog seal season (June 30), except with the approval of the Engineer.

The Contractor shall arrange the fog seal operation in such a manner as to avoid excessive inconvenience to the public.

Prior to commencing fog seal applications, all cul-de-sac residents shall be informed by the contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home within the next 2 hours. Contractor shall provide

the County with a background check on all persons the Contractor proposes to utilize in informing residents. No person with convictions, other than traffic violations, on their back ground check will be allowed to inform residents that the fog seal application is about to occur.

If there is a manufacturer/authorized dealer certification requirement for applying a proposed product, the Contractor must be approved by the manufacturer/authorized dealer as a certified applicator.

The Contractor shall not apply a fog seal the day before or on the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

Contractor shall provide a cul-de-sac by cul-de-sac schedule before any work shall begin.

Contractor shall not apply fog seal to more than 8 cul-de-sacs per crew in one working day.

Contractor shall not fog seal or apply asphaltic material to roadway surface before 9:00 am or after 2:00 pm, unless directed by the Engineer.

The County shall notify abutting property owners twice of upcoming fog seal operations by means of door hangers. The first door hanger will be distributed ten (10) to fourteen (14) days prior to fog seal application, while the second door hanger will be distributed two (2) days prior to fog seal application.

Contractor will coordinate daily with the County for a listing of cul-de-sacs that have received advanced notice of fog seal operations (door hangers). Contractor shall not begin fog seal operations on streets in which no advance notice has been provided to the residents.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

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

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

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

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

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

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the Inspector.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

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

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

ITEM 300 – Asphalts, Oils, and Emulsions

Contractor shall use a Hard Residue Surface Sealant specialty emulsion for fog seal operations that meet requirements in Special Provision 300-003 (MOD).

SPECIAL PROVISION 300-03 (MOD)

Article 300.2.5., “ Specialty Emulsions.” Specialty emulsions shall be asphalt-based, must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

ITEM 315 – Fog Seal

315.1. Description. Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

315.2. Materials. Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, “Asphalts, Oils, and Emulsions.” Provide water free of industrial wastes and other objectionable matter.

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

315.3. Equipment. Provide applicable equipment in accordance with Article 316.3, "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

315.4. Construction. Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust, or other harmful material; blow dry damped area; mask off manhole cover and water valve cover before sealing. This will be considered subsidiary to Item 315.

Fog seal shall only be applied in the following conditions: Pavement temperature is 60 degrees and rising not to exceed 130 degrees, air temperature is 60 degrees and rising not to exceed 90 degrees, and dew point separation is 15 degrees or more below the air temperature. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

Application of the fog seal should be conducted using the distributor spray bars and nozzles to the extent possible. Except where absolutely necessary, hand or wand work shall not be utilized.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature.

Use paper or other approved material at beginning and end of each shot to construct a straight transverse joint and prevent overlapping applied material.

Use sufficient pressure to flare the nozzles fully.

Distribute material at the rate shown on the plans or as directed. While application rates will be determined in the field, an assumed rate of 0.18 gallons per square yard has been used for estimating purposes.

Do not apply asphalt to the roadway until traffic control methods and devices are in place as shown on the plans or as directed. Do not open the treated surface to traffic until directed by the Engineer. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

315.5. Measurement. This Item will be measured by the gallon of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture.

315.6. Payment. The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fog Seal" of the type and grade specified. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.

ITEM 316 – Surface Treatments

316.3. Equipment.

A. Distributor. Furnish a distributor that will apply the asphalt material uniformly at the specified rate or as directed. Stop application if asphalt application is not uniform due to streaking, ridging, formation of excess asphalt, or inability of asphalt to remain at applied location. Verify equipment condition, operating procedures, application temperature, and material properties. Determine and correct the cause for non-uniform application. If the cause is high or low viscosity of the emulsion, no further asphalt application will occur until material meeting the contract specifications is provided.

The Engineer may stop asphalt application and require test strips at the Contractor's expense if any of the following occurs: 1) non-uniformity continues after corrective action, 2) on three consecutive shots, application rate differs by more than 0.02 gallons per square yard from the desired rate, or 3) any shot differs by more than 0.04 gallons per square yard from the desired rate.

1. Transverse Variance Rate. When a transverse variance rate is shown on the plans, ensure that the nozzles outside the wheel paths will output a predetermined percentage more of asphalt material by volume than the nozzles over the wheel paths.

2. Calibration.

a. Transverse Distribution. Furnish a distributor test report, no more than 1 yr. old, documenting that the variation in output for individual nozzles of the same size does not exceed 10% when tested at the greatest shot width in accordance with Tex-922-K, Part III.

Include the following documentation on the test report:

- the serial number of the distributor,
- a method that identifies the actual nozzle set used in the test, and
- the fan width of the nozzle set at a 12-in. bar height.

When a transverse variance rate is required, perform the test using the type and grade of asphalt material to be used on the project. The Engineer may verify the transverse rate and distribution at any time. If verification does not meet the requirements, correct deficiencies and furnish a new

test report.

- b. Tank Volume.** Furnish a volumetric calibration and strap stick for the distributor tank in accordance with Tex-922-K, Part I.

Calibrate the distributor within the previous 5 years of the date first used on the project. The Engineer may verify calibration accuracy in accordance with Tex-922-K, Part II.

ITEM 502 Barricades, Signs, and Traffic Handling

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

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

The driveway(s) for each residence in the cul-de-sac shall have cones or TY III barricades placed to remind residents of the fog seal work.

Contractor shall assign at least one competent employee to each cul-de-sac that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non-cured fog seal.

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

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

The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with written approval by the Inspector. Two lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to Bid Item emulsified fog seal.

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

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

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

WILLIAMSON COUNTY**GOVERNING SPECIFICATIONS**

(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

() REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 - 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 315 FOG SEAL (300)(316)
 ITEM 500 MOBILIZATION
 ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING
 ITEM 662 WORK ZONE PAVEMENT MARKINGS
 ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (678)

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES:

SPECIAL PROVISION TO ITEM 300 (300---003) (MOD)
 SPECIAL PROVISION TO ITEM 300 (300---009)

300-003 (MOD)

Special Provision to Item 300

Asphalts, Oils, and Emulsions



For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 300.2.5., "Specialty Emulsions." The first sentence is voided and replaced with the following:

Specialty emulsions shall be either asphalt-based, and must contain a minimum of 10% tire rubber and must meet the requirements of Table 11 or Table 11A.

Section 300.2.5., "Specialty Emulsions," is supplemented by the following:

Table 11A
Hard Residue Surface Sealant

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 ¹	250	--
Uniformity	D 2939	Pass ²	
Resistance to heat	D 2939	Pass ³	
Resistance to water	D 2939	Pass ⁴	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) ⁵	D 2939	Pass ⁶	
Ultraviolet exposure, UVA-340, 0.77 W/m ² , 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure ⁷	G 154	Pass ⁸	
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

300-009

Special Provision to Item 300 Asphalts, Oils, and Emulsions



Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 300.2., "Materials." The first paragraph is voided and replaced by the following.

Provide asphalt materials that meet the stated requirements when tested in accordance with the referenced Department, AASHTO, and ASTM test methods. Use asphalt containing recycled materials only if the recycled components meet the requirements of Article 6.9, "Recycled Materials." Provide asphalt materials that the Department has preapproved for use in accordance with Tex-545-C, "Asphalt Binder Quality Program."

Inform the Department of all additives or modifiers included in the asphalt binder as part of the facility quality plan, as required by Tex-545-C, "Asphalt Binder Quality Program," and provide that information to Department personnel. The Department reserves the right to prohibit the use of any asphalt additive or modifier.

Section 300.2.10. "Performance-Graded Binders," is supplemented by the following:

Limit the use of polyphosphoric acid to no more than 0.5% by weight of the asphalt binder.

Limit the use of re-refined engine oil bottoms to no more than 5.0% by weight of the asphalt binder.

Special Provisions

Contract Administrator

J. Terron Everton, 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.

Time of Performance

A time frame of 30 days (25 days to substantial completion / 30 days to final completion) is given for completion of plans in this bid. This may begin at time specified by the county within the 365 days of the pricing quoted on this bid, starting on day of award. The Contractor will be given written notice to begin work on this project. Work on this project shall begin within ten (10) calendar days after such notification.

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

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

Performance and Payment Bonds

To the extent this IFB is for the procurement of a public work contract, the following shall apply:

Chapter 262.032 of the Texas Local Government Code governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract.

Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than \$50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

Bidders Bond

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the Bidder will enter into a contract and **execute and deliver to the County performance and payment bonds prior to being recommended for award of the Contract. Bid guarantees must be submitted in the same sealed envelope with the Bid.** Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated

quantities to the unit bid price.

Warranty Bond

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **20% of the total project construction cost**. This Warranty Bond shall be security for the true and faithful performance of all warranties for 1 year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

Insurance Requirements

The Successful Bidder agrees to maintain **insurance in accordance with this IFB**.

Successful Bidder will be required to submit Certificates of Insurance **prior to being awarded the Contract**. A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the following address:

Williamson County
901 South Austin Avenue
Georgetown, Texas 78626

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

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

The following coverage limits shall be required at a minimum:

- | | | |
|----|--|--|
| A. | Worker's Compensation | Statutory – Texas Law |
| B. | Employer's Liability: | |
| | Bodily Injury by Accident | \$500,000 Ea. Accident |
| | Bodily Injury by Disease | \$500,000 Ea. Employee |
| | Bodily Injury by Disease | \$500,000 Policy Limit |
| C. | Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts: | |
| | COVERAGES | PER PERSON PER OCCURRENCE |
| | Comprehensive General Liability | \$1,000,000 \$1,000,000 |
| | Aggregate policy limits: | \$1,000,000 |
| D. | Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles): | |
| | COVERAGES | PER PERSON PER OCCURRENCE |
| | Bodily injury (including death) | \$1,000,000 \$1,000,000 |

Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits:	No aggregate limit	

E. Umbrella Coverage: \$1,000,000

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

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

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

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

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

Workers' Compensation Coverage Requirements

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as Williamson County. The rule requires Williamson County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary

certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

- (1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
- (2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.
- (4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:

- (1) a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this Contract or providing or causing to be provided a certificate of coverage, the contractor is representing to Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

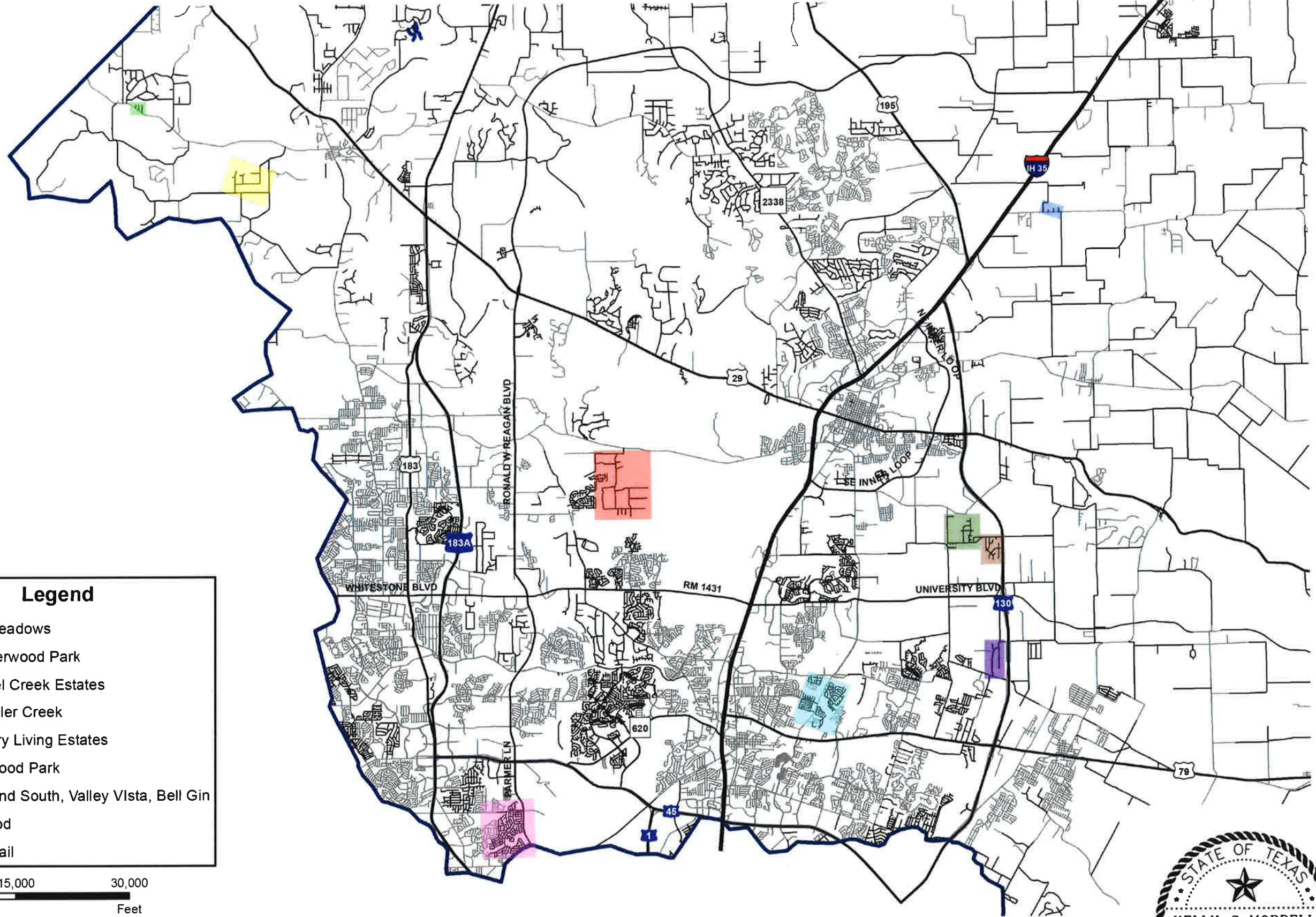
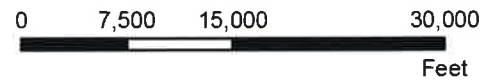
K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles Williamson County to declare the Contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson

County



Legend

-  Bell Meadows
-  Boulderwood Park
-  Carmel Creek Estates
-  Chandler Creek
-  Country Living Estates
-  Glenwood Park
-  Highland South, Valley Vista, Bell Gin
-  Milwood
-  Whitetail



Kelly G. Morrelli
8/2/16

NO.	DESCRIPTION	BY	DATE

WILLIAMSON COUNTY
DEPT. OF
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512-943-3330
www.wilco.org

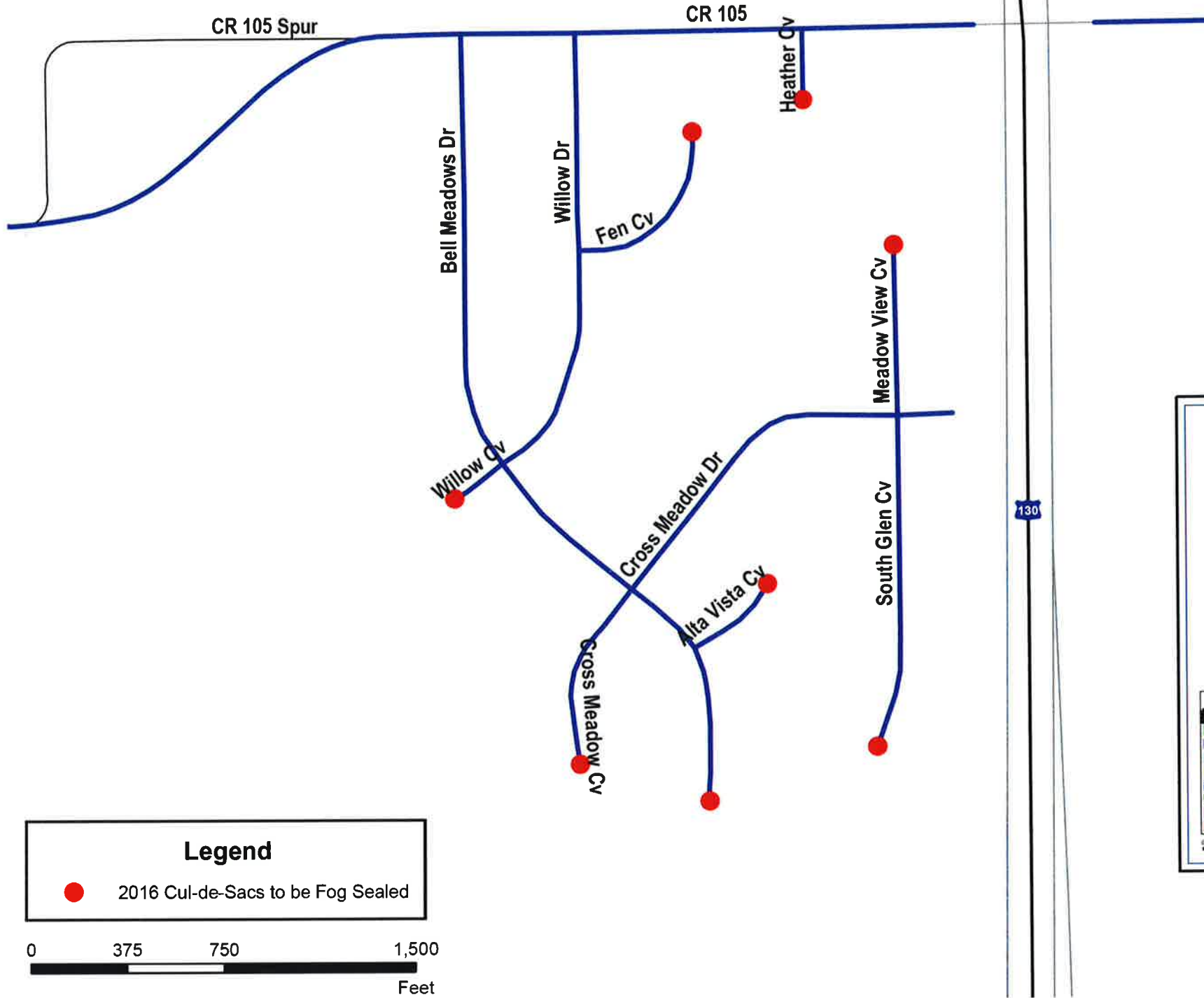
CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2016
SUBDIVISIONS KEY MAP



PROJECT: FOG SEAL 2016
DATE: 8/2/2016
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KOK

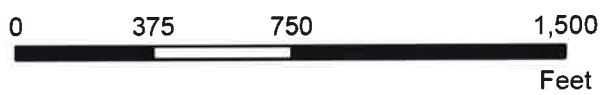
SHEET
2
OF 14
p. 20

BELL MEADOWS SUBDIVISION

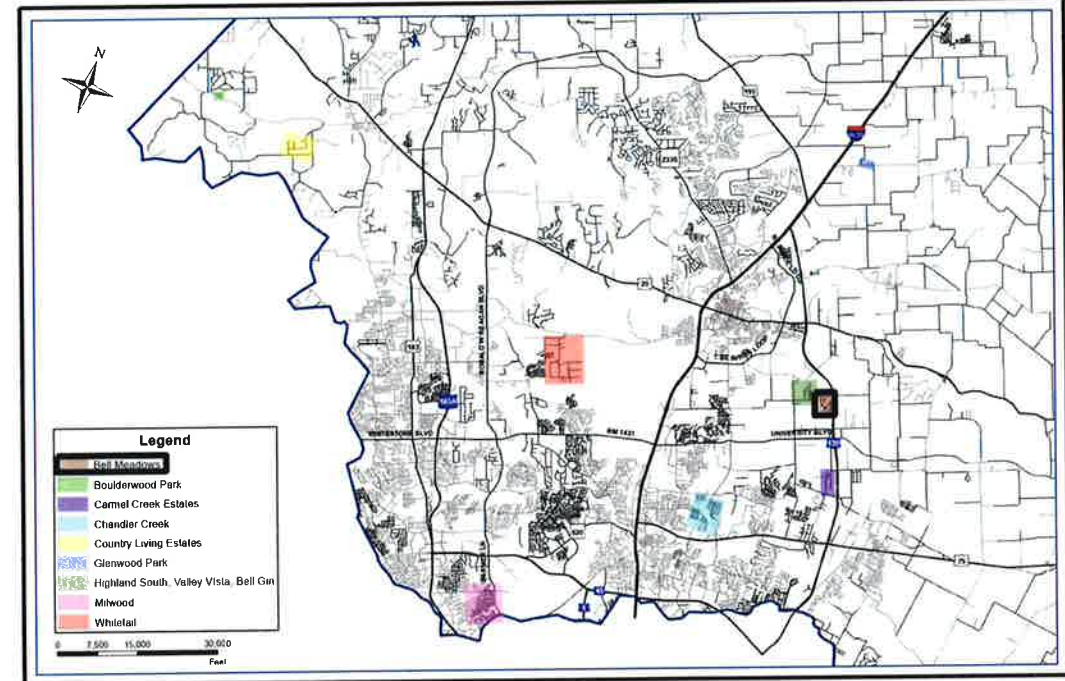


Legend

● 2016 Cul-de-Sacs to be Fog Sealed



KEY MAP
N.T.S.



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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2016
BELL MEADOWS



Kelly G. Morrelli
8/2/16

PROJECT: FOG SEAL 2016
DATE: 8/2/2016
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KOK

SHEET
3
OF 14

NO.	DESCRIPTION	BY	DATE

BOULDERWOOD PARK SUBDIVISION

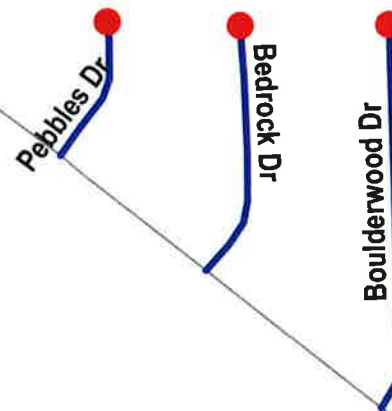


CR 288

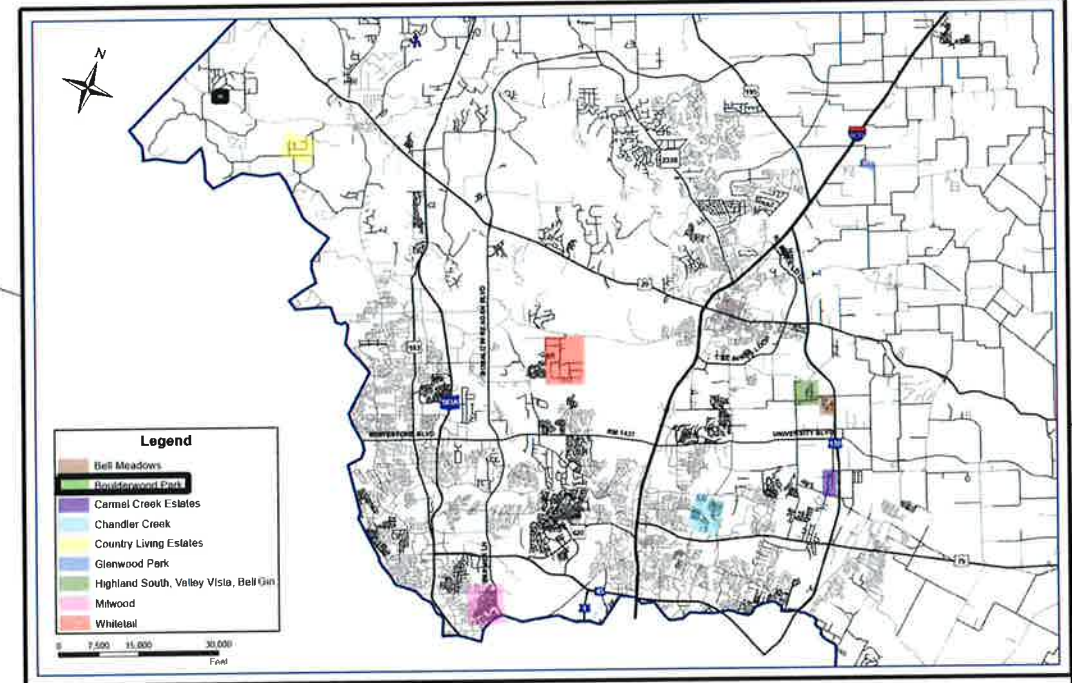
Doubt

RM 1869

CR 285

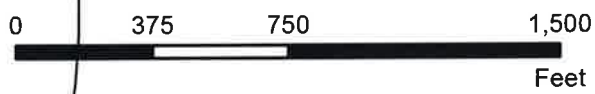


KEY MAP
N.T.S.



Legend

● 2016 Cul-de-Sacs to be Fog Sealed



16_17_FOG SEAL 04_BP.dgn
8/2/2016 9:28:36 AM

8/8/2016 8:31 AM

NO.	DESCRIPTION	BY	DATE

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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2016
BOULDERWOOD PARK

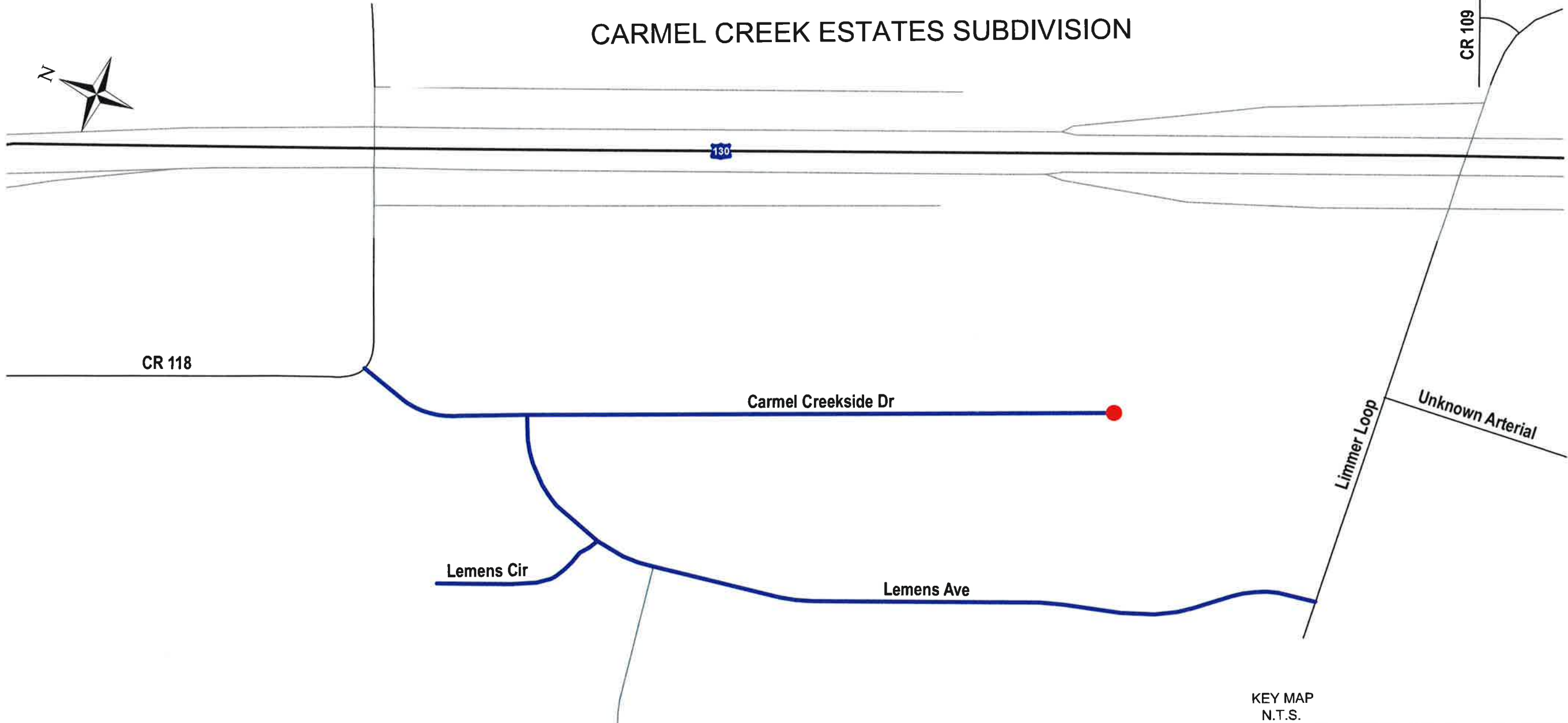


Kelly G. Morrelli
8/2/16

PROJECT: FOG SEAL 2016
DATE: 8/2/2016
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KOK

SHEET
4
OF 14

CARMEL CREEK ESTATES SUBDIVISION

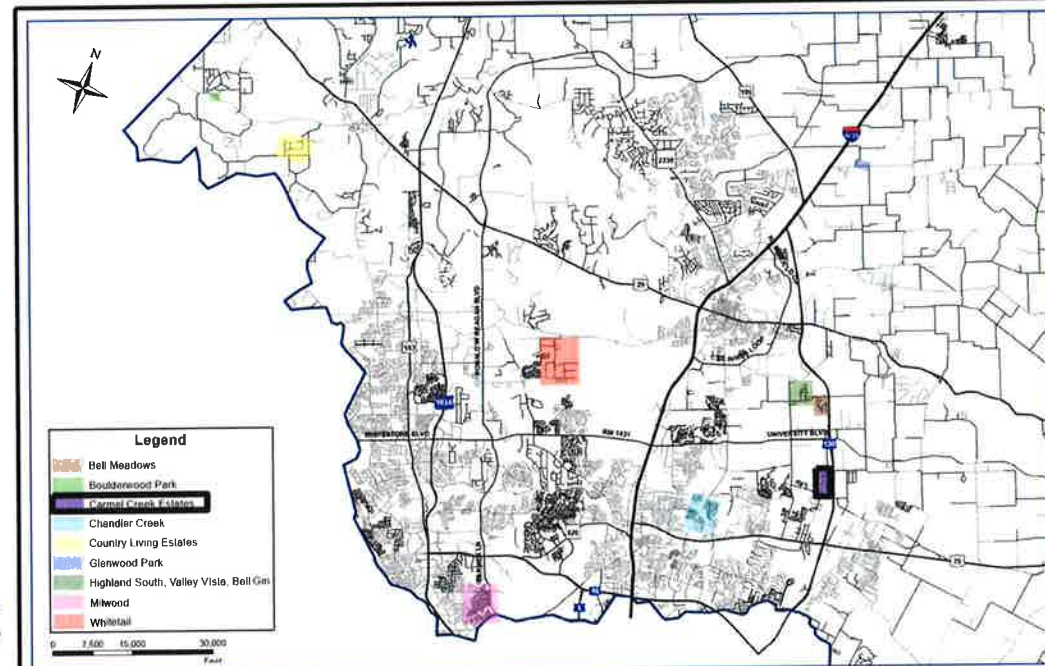


Legend

● 2016 Cul-de-Sacs to be Fog Sealed



KEY MAP
N.T.S.



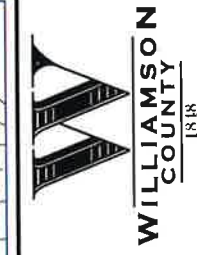
Legend

- Bell Meadows
- Boulderwood Park
- Carmel Creek Estates
- Chandler Creek
- Country Living Estates
- Glenwood Park
- Highland South, Valley Vista, Bell Gap
- Milwood
- Whitetail

NO.	DESCRIPTION	BY	DATE

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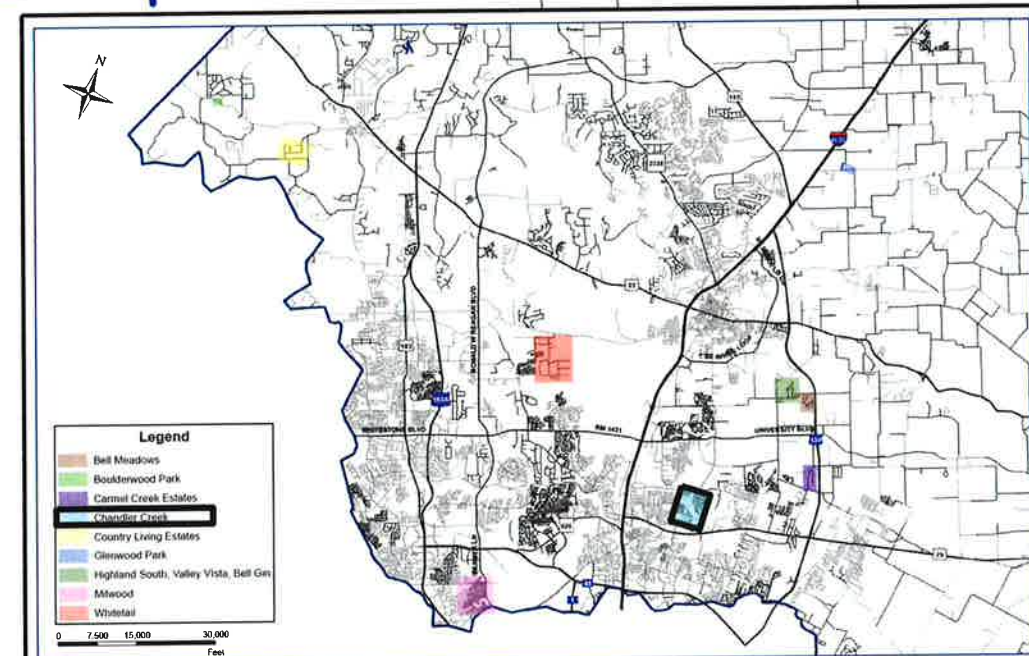
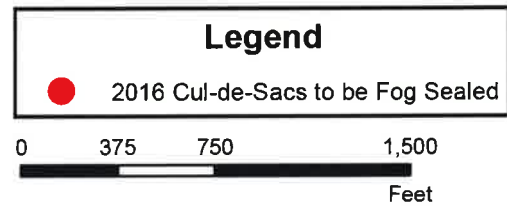
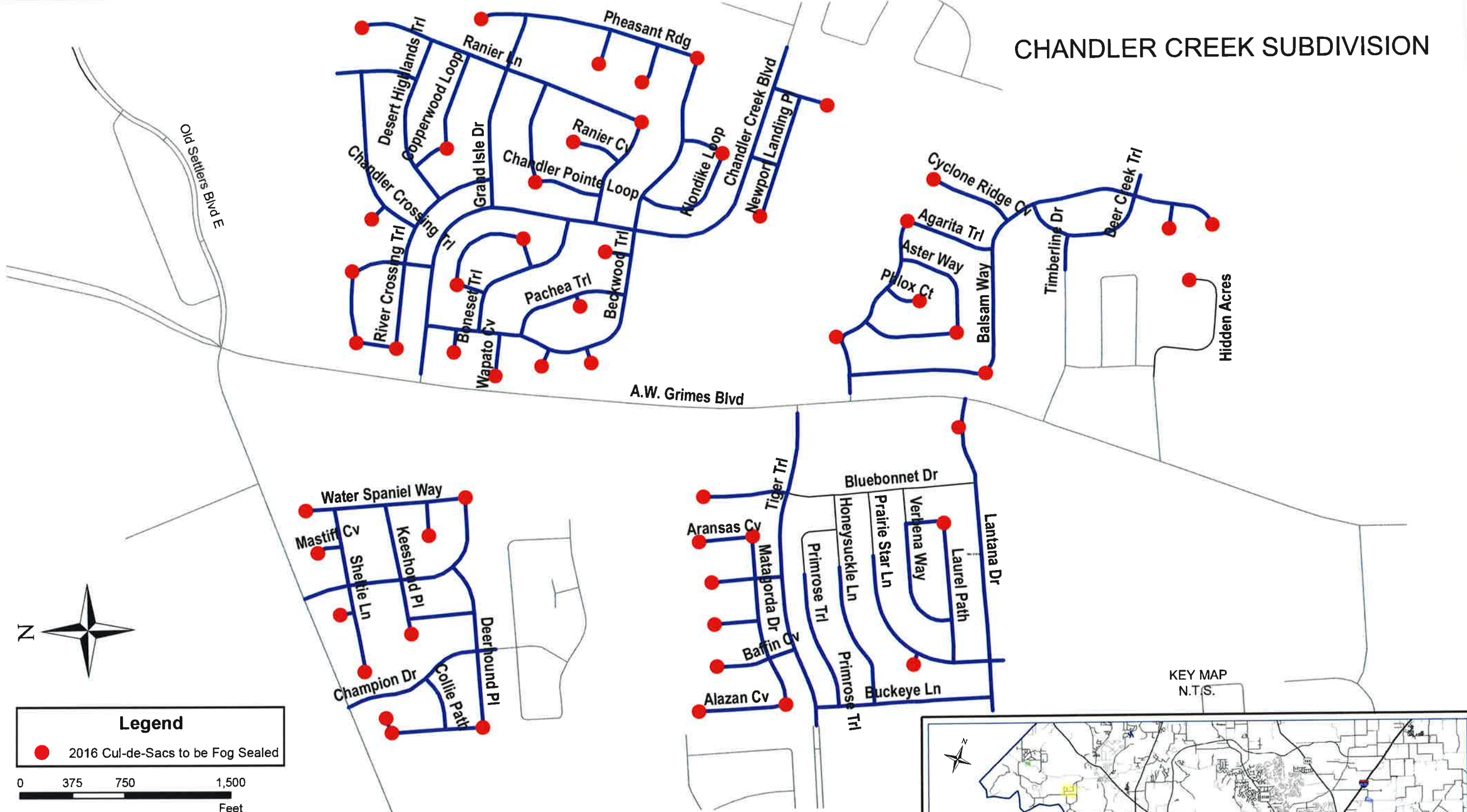
CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2016
CARMEL CREEK ESTATES



PROJECT: FOG SEAL 2016
DATE: 8/2/2016
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KDK

SHEET
5
OF 14

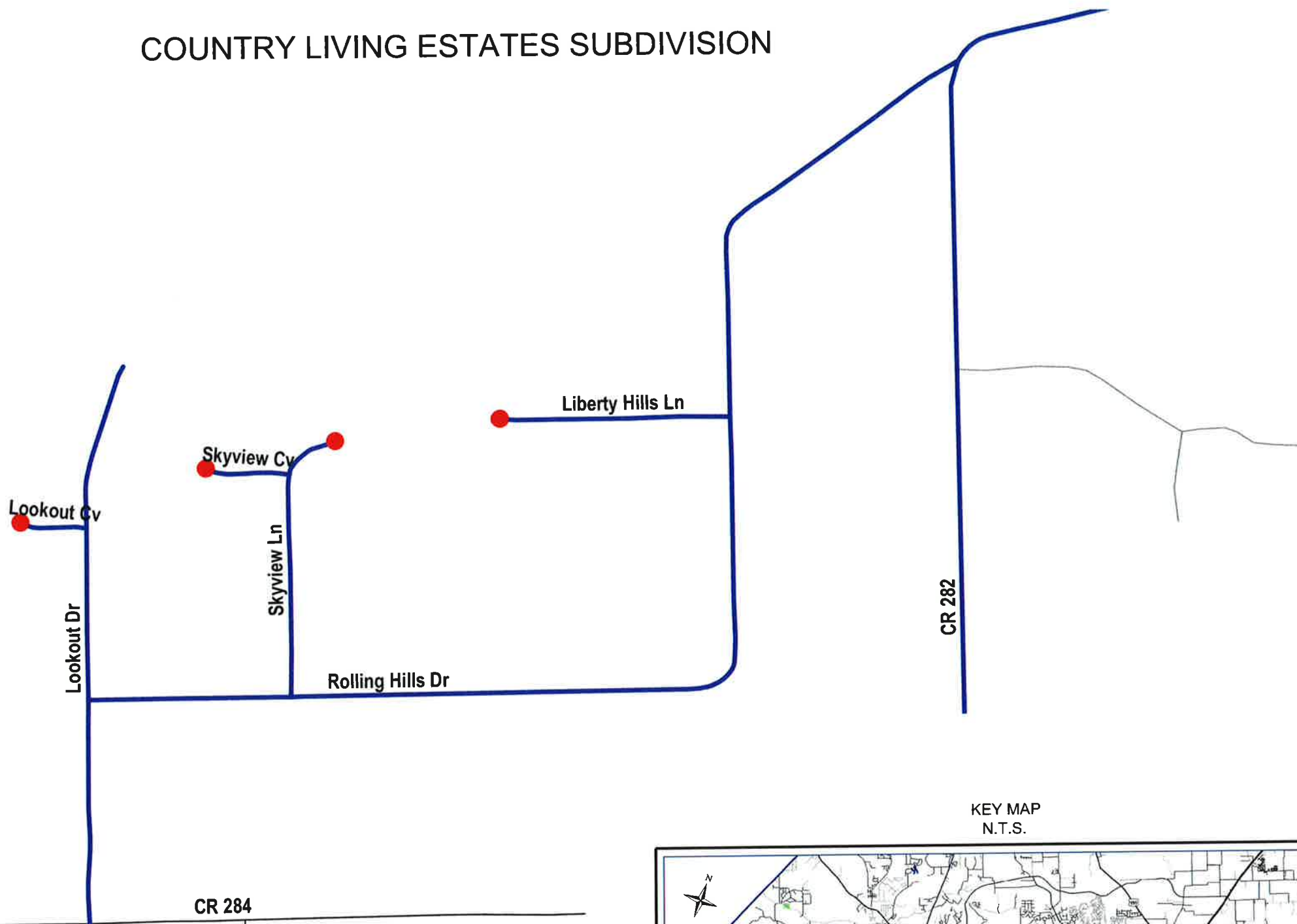
CHANDLER CREEK SUBDIVISION



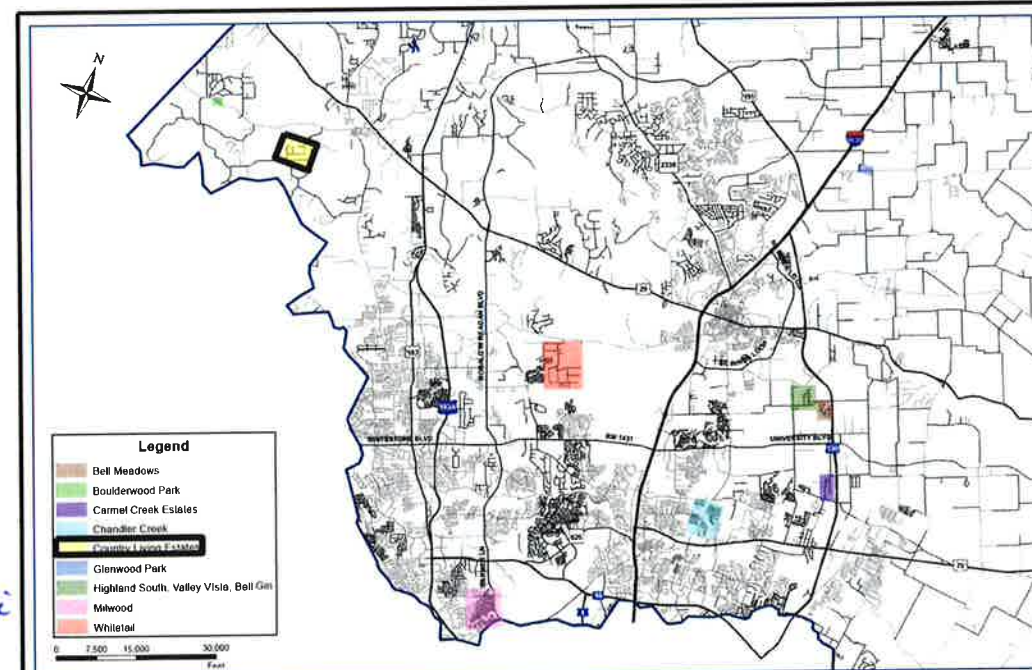
Kelly G. Morrelli
8/2/16

PROJECT: FOG SEAL 2016		NO.	DESCRIPTION	BY	DATE
DATE: 8/2/2016	DESIGNED: KGM				
CAD DWG: KGM	REVIEWED: KOK				
SHEET					
6					
OF 14					
CUL-DE-SAC FOG SEAL - SUBDIVISION SEAL COAT 2016		CHANDLER CREEK			
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE		WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE			
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www.willco.org		www.willco.org			

COUNTRY LIVING ESTATES SUBDIVISION



KEY MAP
N.T.S.



Legend

● 2016 Cul-de-Sacs to be Fog Sealed

0 335 670 1,340
Feet

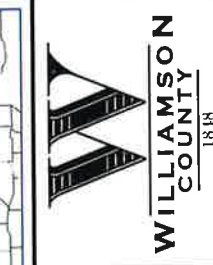


Kelly G. Morrelli
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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2016
COUNTRY LIVING ESTATES



PROJECT: FOG SEAL 2016
DATE: 8/2/2016
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KOK

SHEET
7
OF 14

GLENWOOD PARK SUBDIVISION



CR 142

Glenwood Dr

FM 972

Country Side Ct

Farm Dale Ct

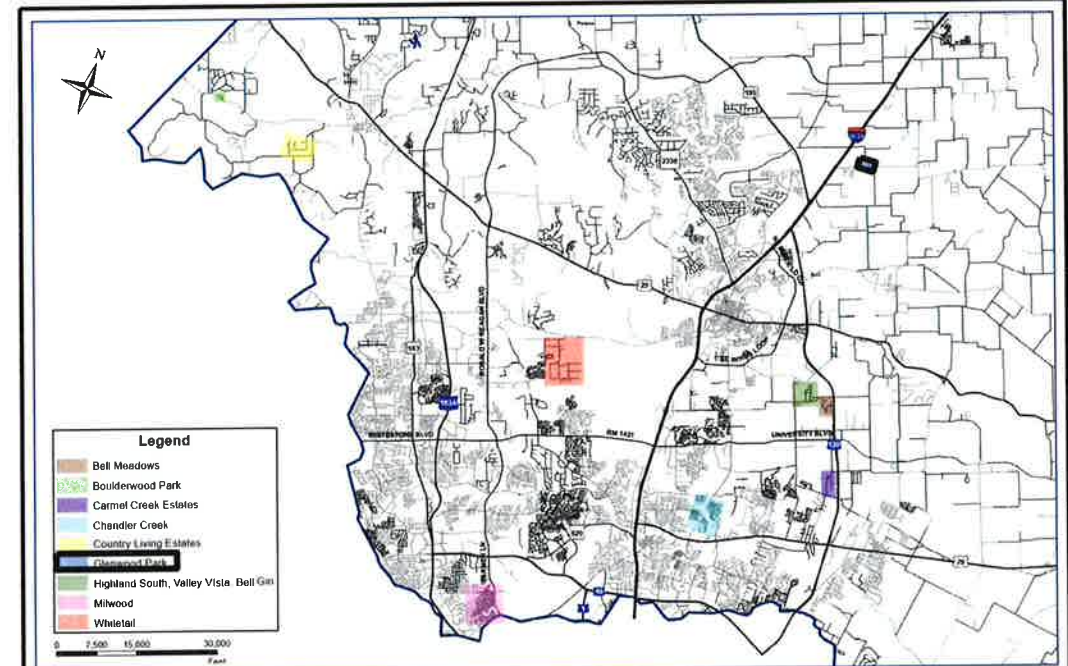
KEY MAP
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Legend

● 2016 Cul-de-Sacs to be Fog Sealed



Kelly G. Morrelli
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CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2016
GLENWOOD PARK



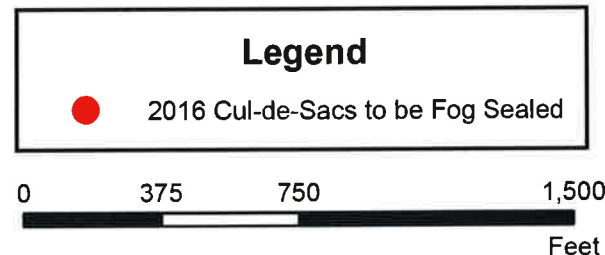
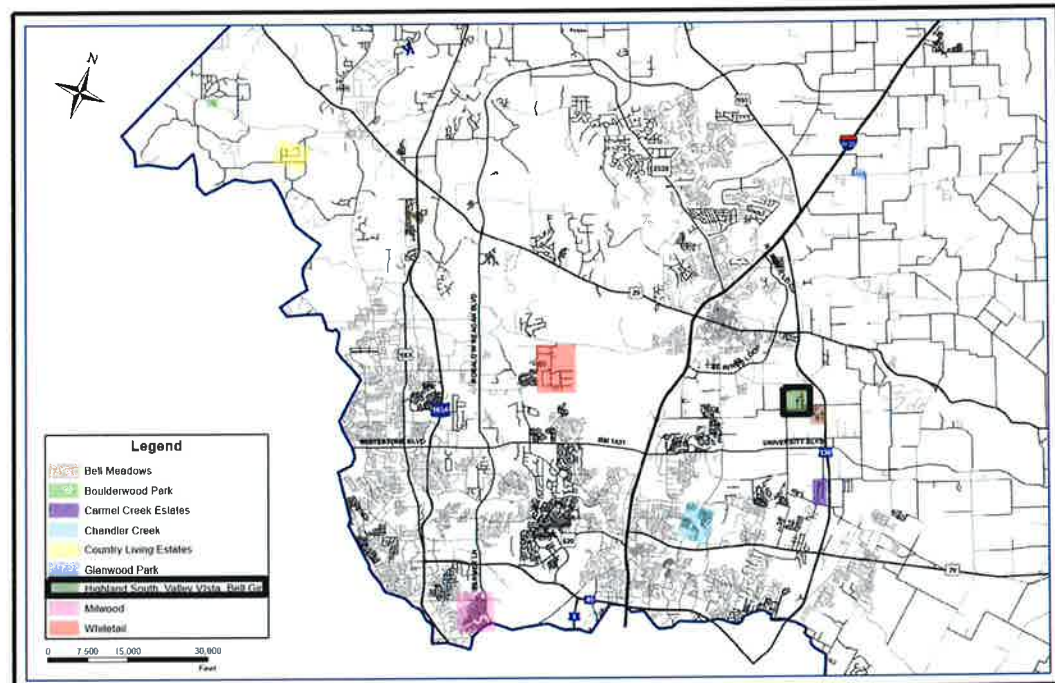
PROJECT: FOG SEAL 2016
DATE: 8/2/2016
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KOK

SHEET
8
OF 14

BELL GIN, HIGHLAND SOUTH AND VALLEY VISTA SUBDIVISIONS



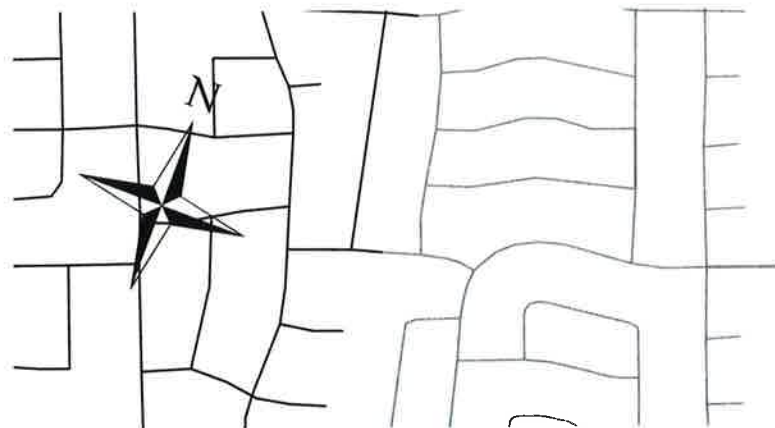
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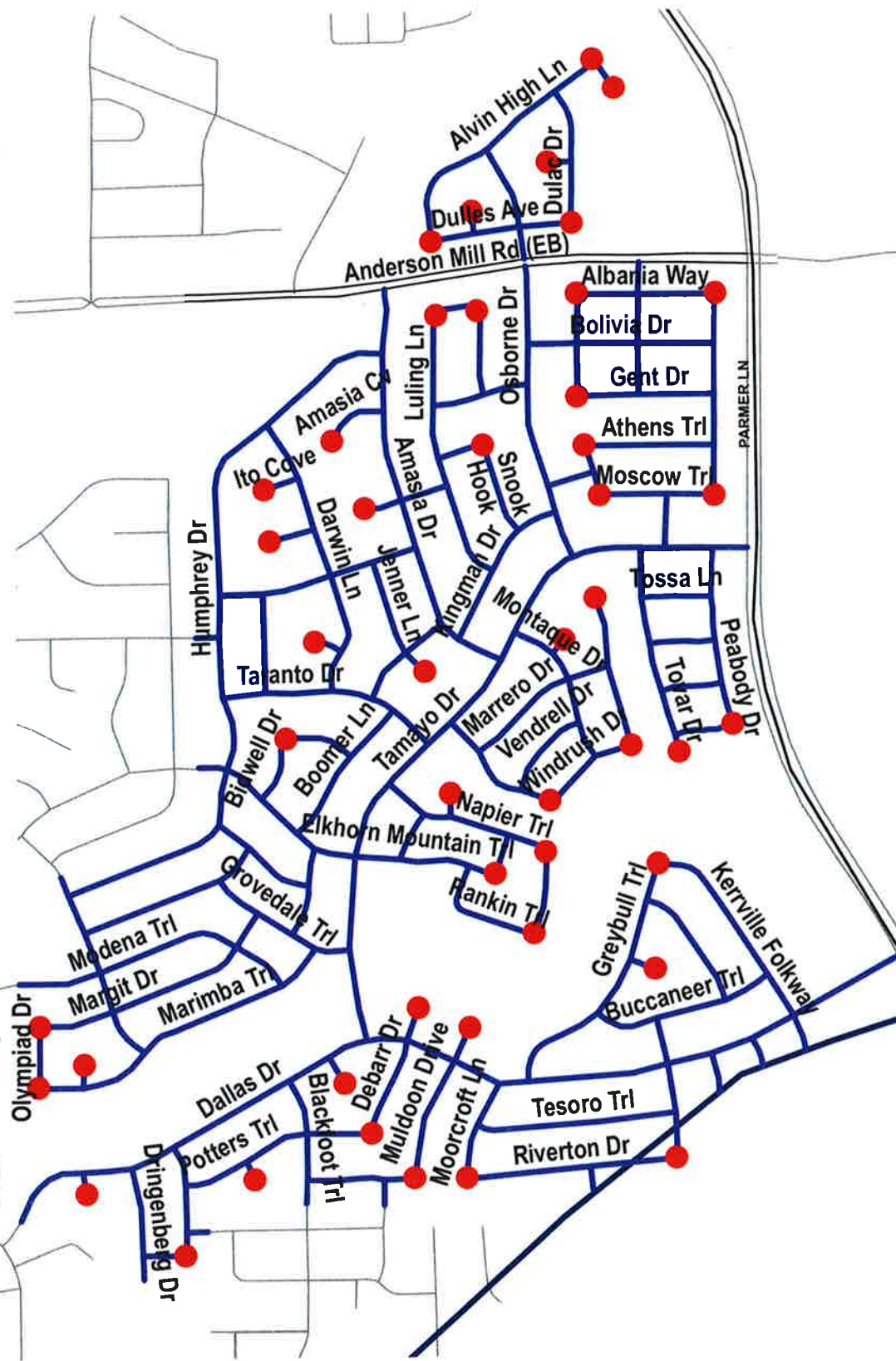
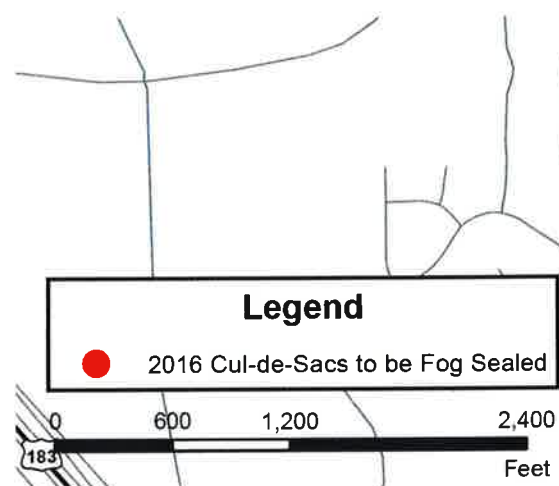
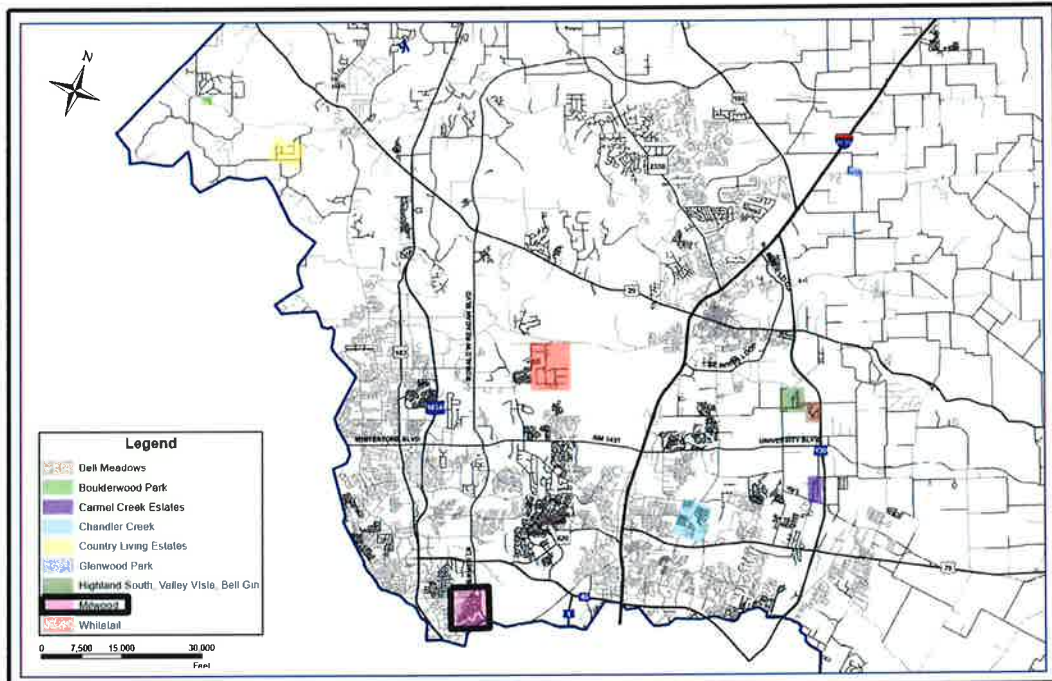
Kelly G. Morrelli
8/2/16

PROJECT: FOG SEAL 2016		NO.	DESCRIPTION	BY	DATE
DATE: 8/2/2016	DESIGNED: KGM				
CAD DWG: KGM	REVIEWED: KQK				
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9					
OF 14					
WILLIAMSON COUNTY INFRASTRUCTURE		WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE			
3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626		3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626			
512-943-3330		512-943-3330			
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CUL-DE-SAC FOG SEAL - SUBDIVISION SEAL COAT 2016		BELL GIN, HIGHLAND SOUTH, AND VALLEY VISTA			

MILWOOD SUBDIVISION



KEY MAP
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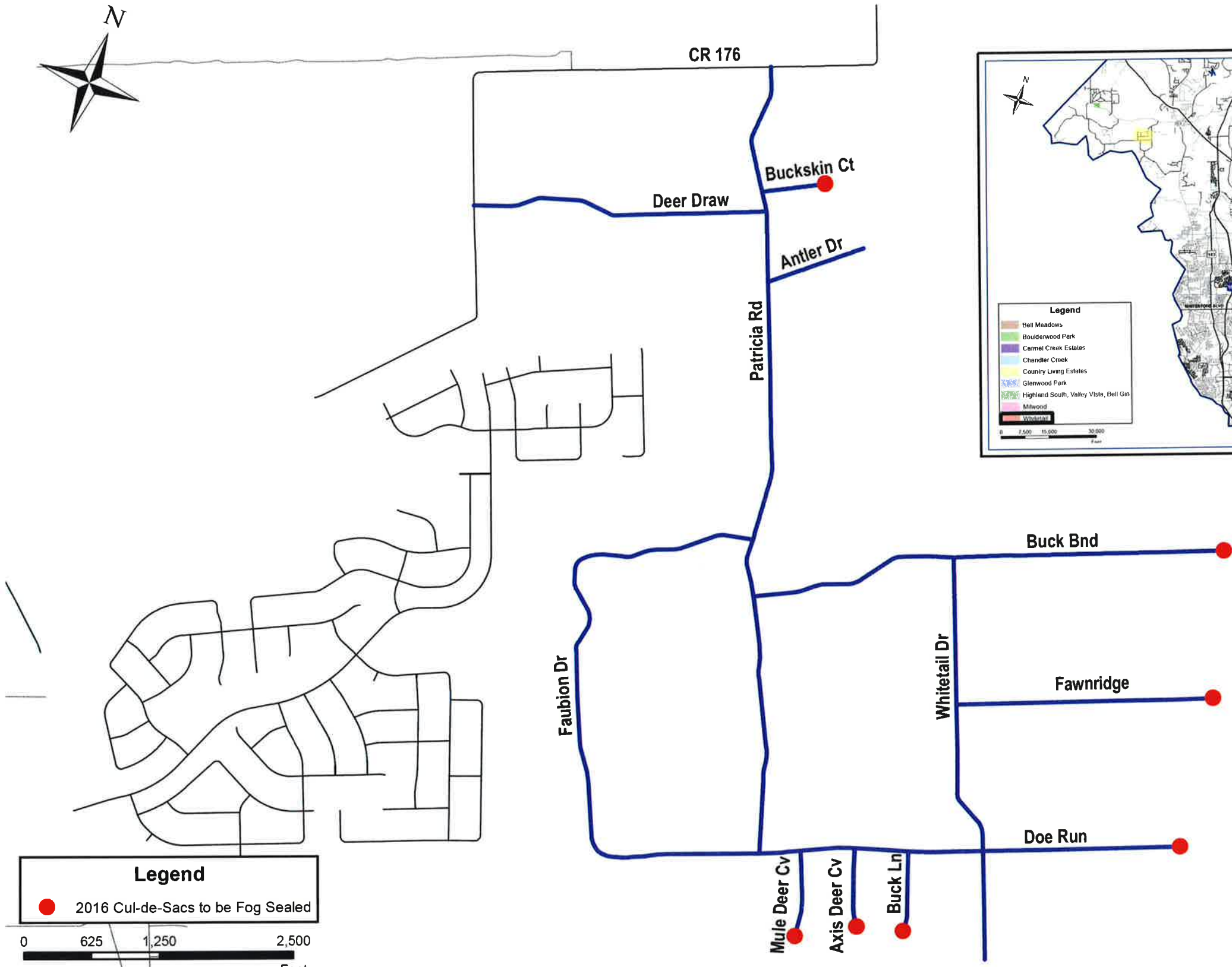
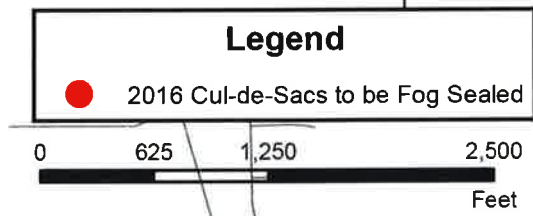
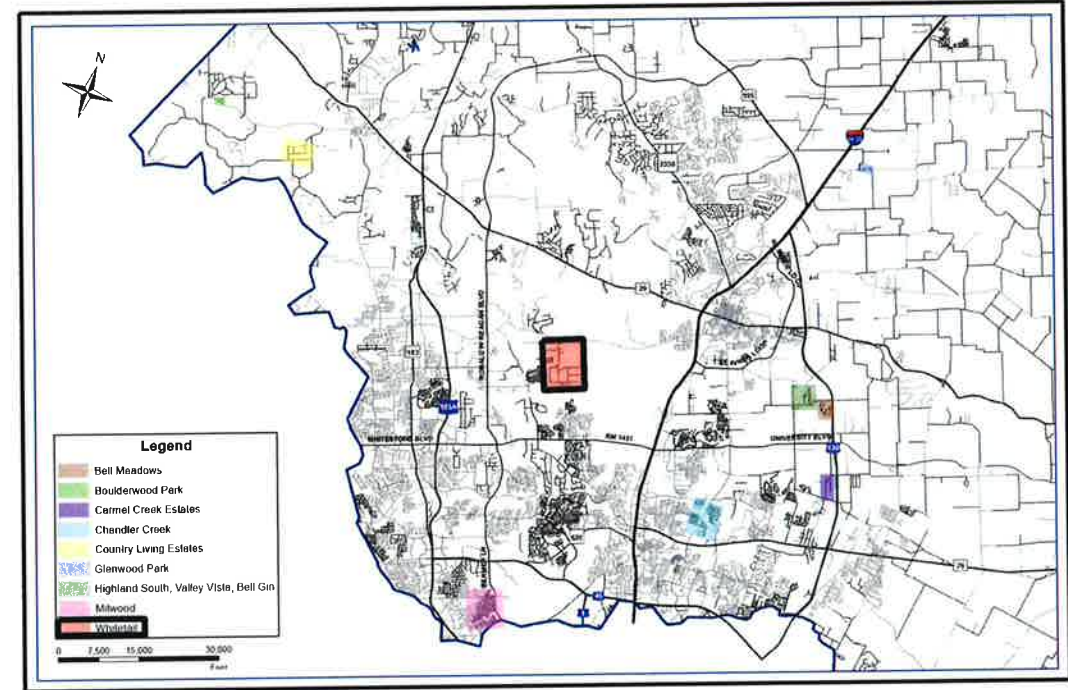
Kelly G. Morrelli
8/2/16

PROJECT: FOG SEAL 2016	DATE: 8/2/2016	DESIGNED: KGM	CAD DWG: KGM	REVIEWED: KOK																
SHEET 10 OF 14																				
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE 3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 512-943-3330 www.wilco.org		CUL-DE-SAC FOG SEAL - SUBDIVISION SEAL COAT 2016 MILWOOD																		
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WHITETAIL SUBDIVISION

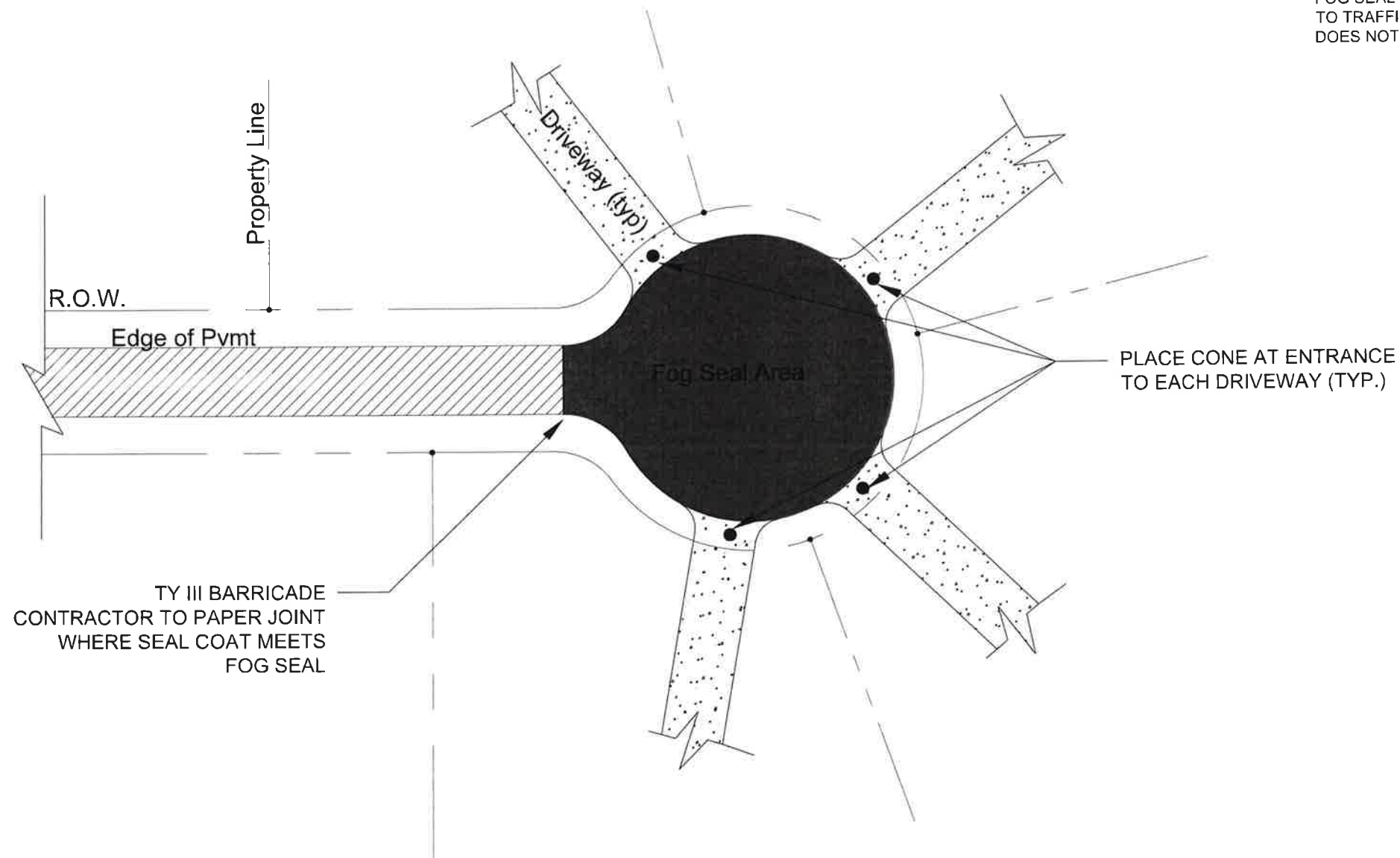


KEY MAP
N.T.S.



Kelly G. Morrelli
8/2/16

PROJECT: FOG SEAL 2016		NO.	DESCRIPTION	BY	DATE
DATE: 8/2/2016	DESIGNED: KGM				
CAD DWG: KGM	REVIEWED: KOK				
SHEET					
11					
OF 14					
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE					
3151 S.E. INNER LOOP, SUITE B					
GEORGETOWN, TEXAS 78626					
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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE					
CUL-DE-SAC FOG SEAL - SUBDIVISION SEAL COAT 2016		WHITETAIL			



NOTES:

1. THE DRIVEWAY(S) FOR EACH RESIDENCE IN THE CUL-DE-SAC SHALL HAVE CONES OR TY III BARRICADES PLACED TO REMIND RESIDENTS OF THE FOG SEAL WORK.
2. CONTRACTOR SHALL ASSIGN AT LEAST ONE COMPETENT EMPLOYEE TO EACH CUL-DE-SAC THAT HAS RECEIVED A FOG SEAL APPLICATION BUT HAS NOT YET BEEN OPENED TO TRAFFIC. THIS EMPLOYEE WILL ENSURE THAT TRAFFIC DOES NOT DRIVE ON THE NON-CURED FOG SEAL.

Fog Seal Limits in Cul-de-sac Areas
NTS



Kelly G. Morrelli
8/2/16

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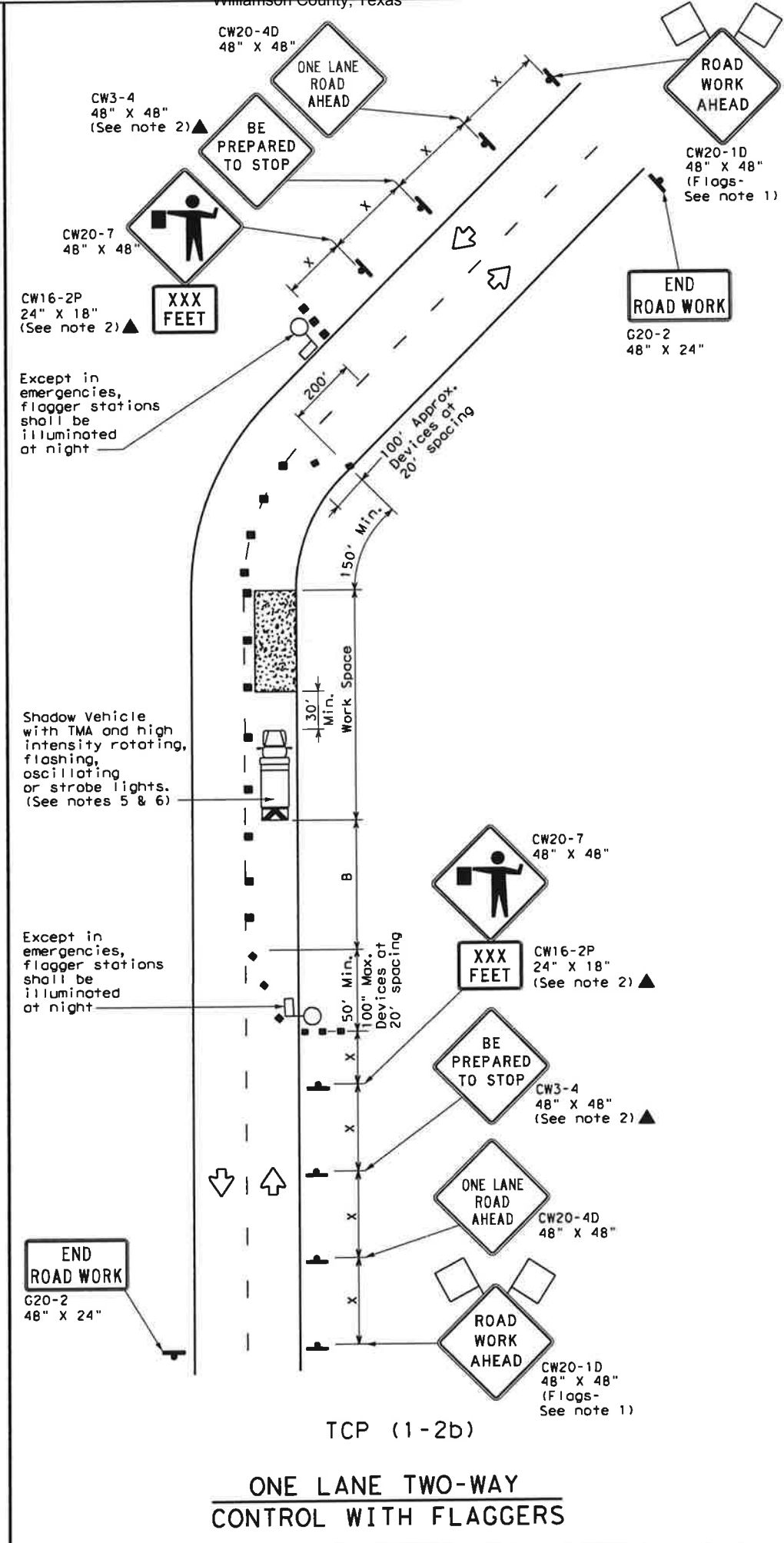
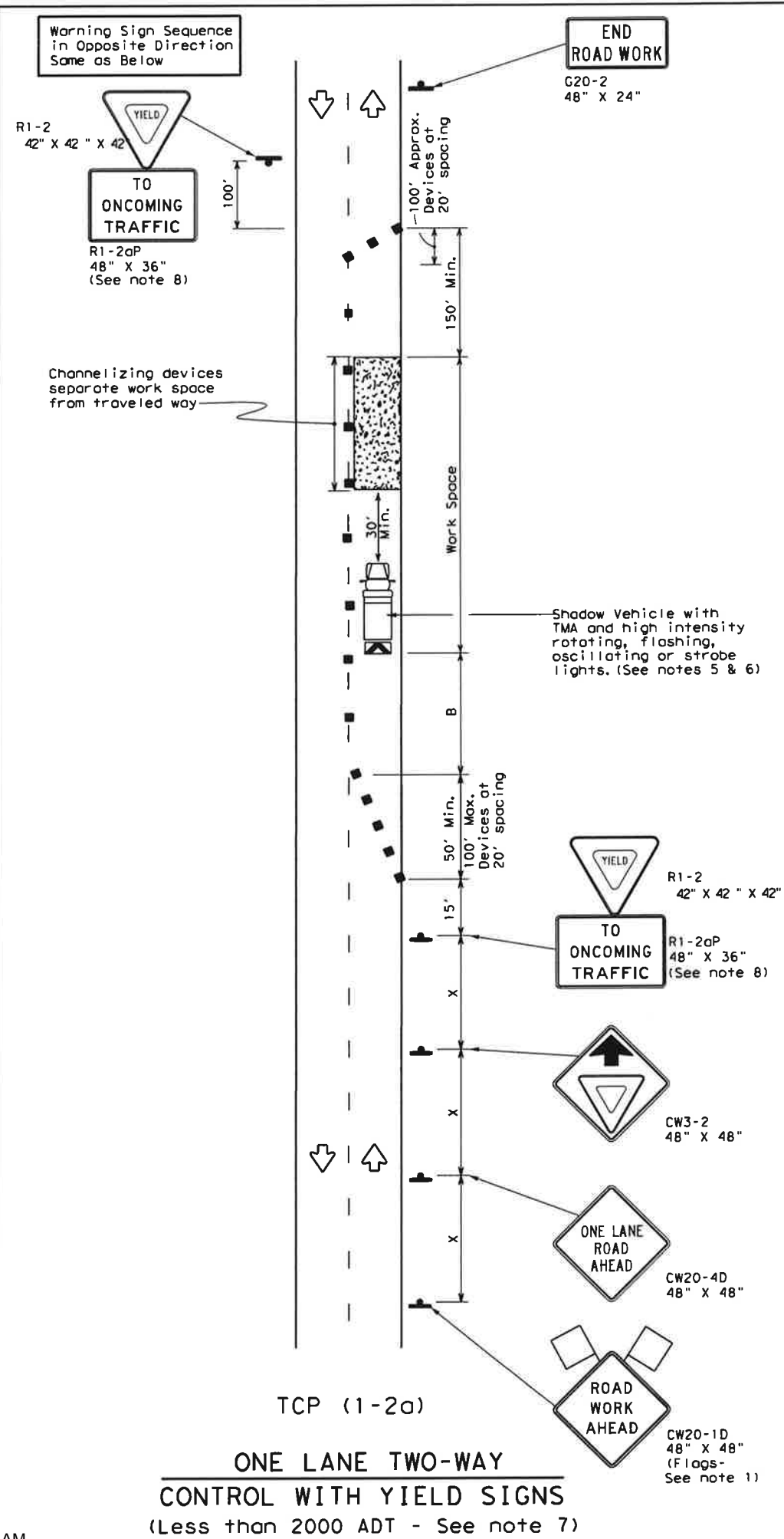
CUL-DE-SAC FOG SEAL -
SUBDIVISION SEAL COAT
2016
MISCELLANEOUS DETAILS



PROJECT: FOG SEAL 2016
DATE: 8/2/2016
DESIGNED: KGM
CAD DWG: KGM
REVIEWED: KOK

SHEET
12
OF 14

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LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent			
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L = WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

- GENERAL NOTES**
- Flags attached to signs where shown are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
 - The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
 - Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
 - A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- TCP (1-2a)**
- R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
 - R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.
- TCP (1-2b)**
- Flaggers should use two-way radios or other methods of communication to control traffic.
 - Length of work space should be based on the ability of flaggers to communicate.
 - If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
 - Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
 - Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY
TRAFFIC CONTROL

TCP (1-2) - 12

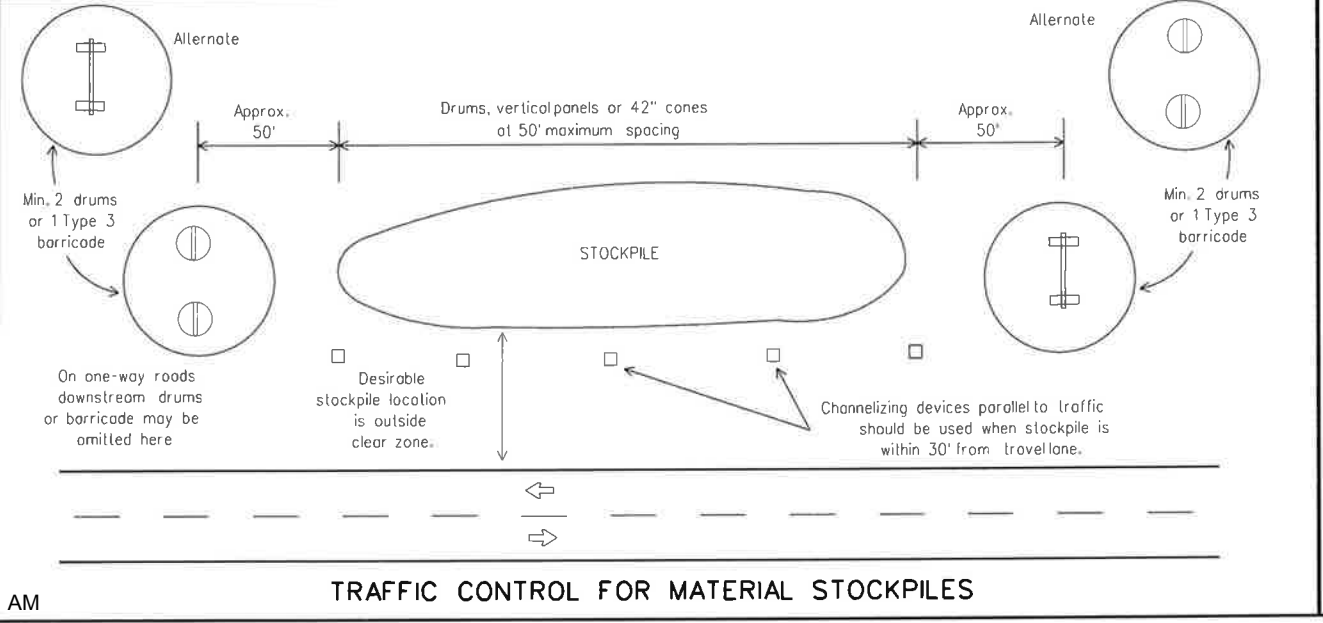
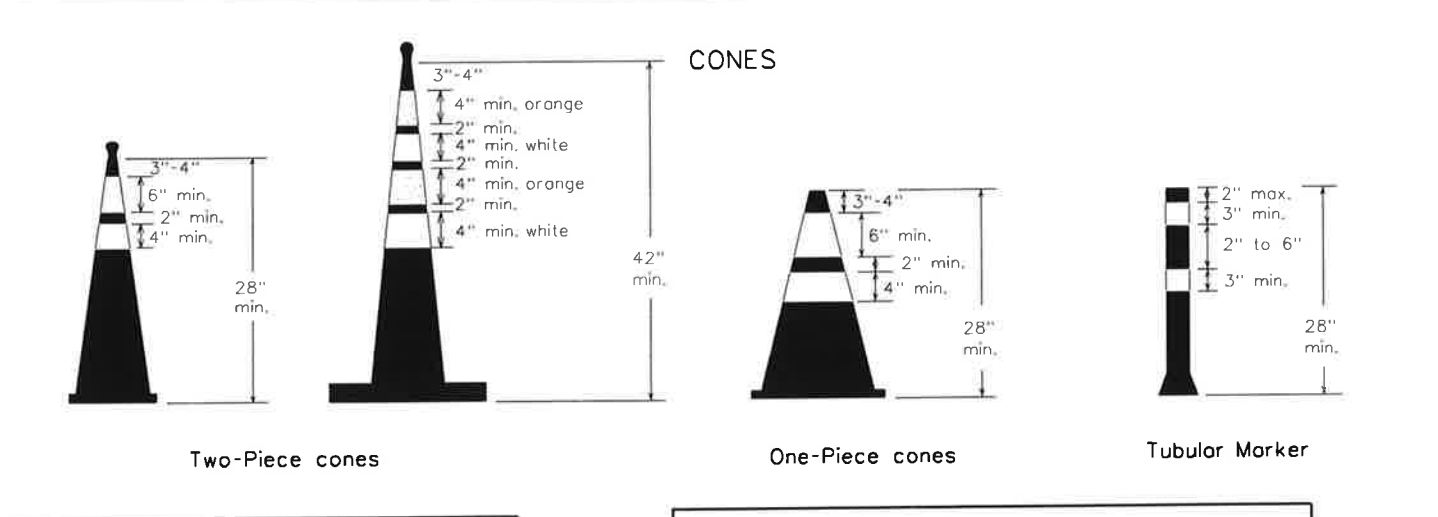
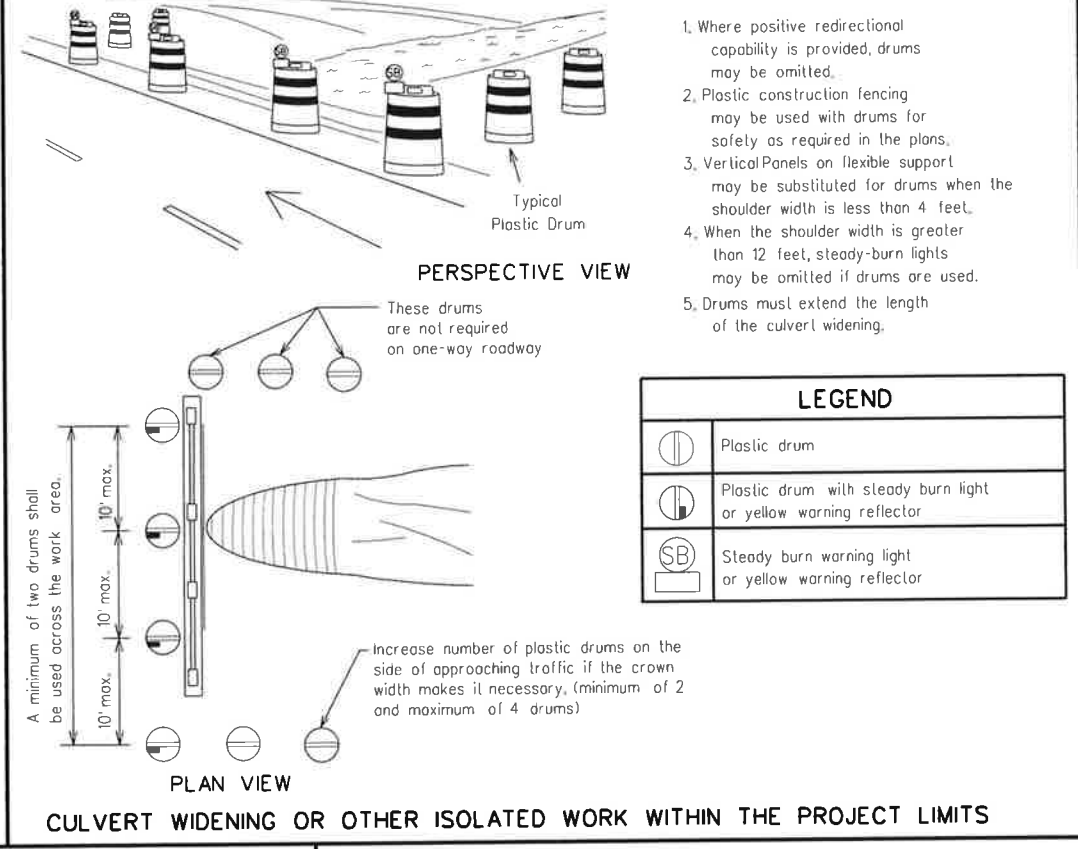
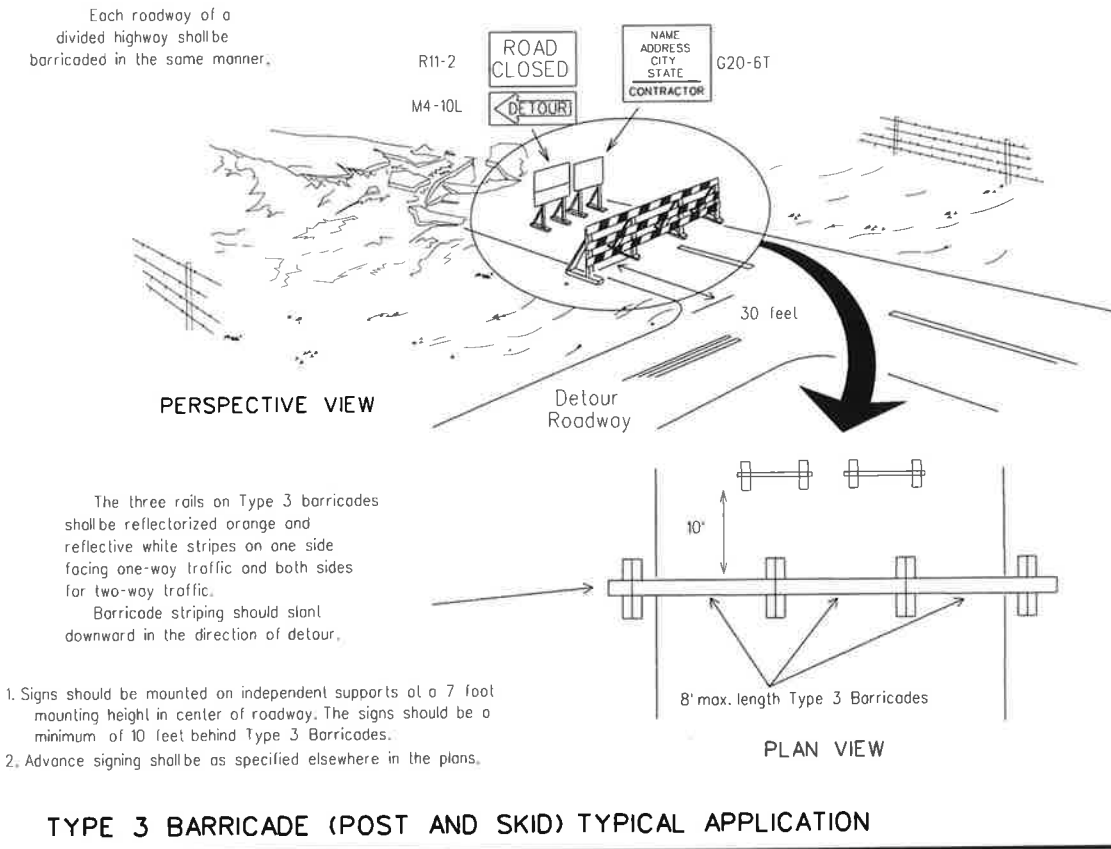
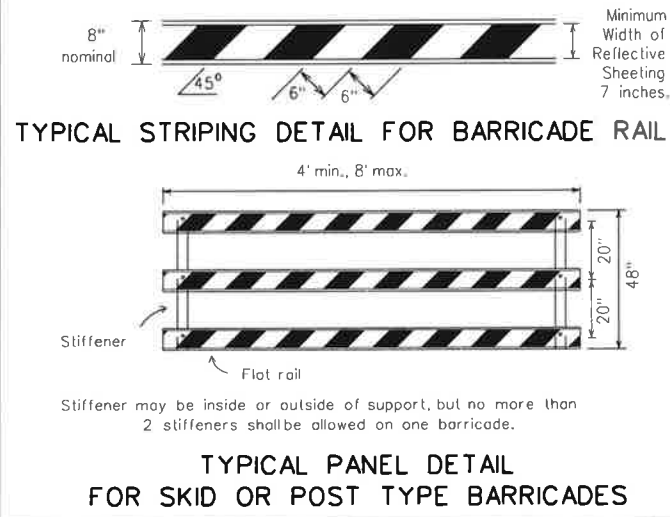
© TxDOT December 1985	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
4-90 2-12				
2-94				
1-97				
4-98				
	DIST	COUNTY		SHEET NO.
				13

p. 31

TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stocked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

SHEET 10 OF 12

Traffic Operations Division Standard

Texas Department of Transportation

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

FILE bc-14.dgn	DN TxDOT	CK TxDOT	DW: TxDOT	CK: TxDOT
CONT TxDOT	NOVEMBER 2002	REVISIONS	JOB	HIGHWAY
9-07 8-14	DIST	COUNTY	SHEET NO	
7-13	WILLIAMSON		14	

p. 32

Subdivision	Road Name	Area (SY)
Bell Gin Estates	Brian Cir	264
Bell Gin Estates	Jennifer Cir	227
Bell Gin Estates	Melissa Cir	295
Bell Meadows	Alta Vista Cv	549
Bell Meadows	Bell Meadows Dr	664
Bell Meadows	Cross Meadow Cv	544
Bell Meadows	Fen Cv	599
Bell Meadows	Heather Cv	591
Bell Meadows	Meadow View Cv	490
Bell Meadows	South Glen Cv	566
Bell Meadows	Willow Cv	677
Boulderwood Park	Bedrock Dr	568
Boulderwood Park	Boulderwood Dr	589
Boulderwood Park	Pebbles Dr	560
Carmel Creek Estates	Carmel Creekside Dr	454
Chandler Creek	Alazan Cv (north)	589
Chandler Creek	Alazan Cv (south)	588
Chandler Creek	Aransas Cv	591
Chandler Creek	Baffin Cv	576
Chandler Creek	Blackburn Pl	572
Chandler Creek	Bluebonnet Dr	590
Chandler Creek	Bodega Cv	591
Chandler Creek	Caspian Cv	591
Chandler Creek	Chandler Crossing Cv	573
Chandler Creek	Chandler Pointe Loop	614
Chandler Creek	Copano Cv	592
Chandler Creek	Copperwood Loop	612
Chandler Creek	Deerhound Pl (north)	1195
Chandler Creek	Deerhound Pl (south)	648
Chandler Creek	Keeshond Pl	593
Chandler Creek	Klondike Loop	460
Chandler Creek	Mariah Cv	562
Chandler Creek	Mastiff Cv	667
Chandler Creek	Matagorda Dr	611
Chandler Creek	Meadowrue Cv	561
Chandler Creek	Miramar Cv	692
Chandler Creek	Newport Landing Pl	569
Chandler Creek	North Crossing Trl	509
Chandler Creek	Pheasant Rdg (north)	643
Chandler Creek	Pheasant Rdg (south)	453
Chandler Creek	Pheasant Ridge Cv	635
Chandler Creek	Promenade Ct	588
Chandler Creek	Ranier Cv	589
Chandler Creek	Ranier Ln (north)	639
Chandler Creek	Ranier Ln (south)	579

Subdivision	Road Name	Area (SY)
Chandler Creek	River Crossing Trl (north)	540
Chandler Creek	River Crossing Trl (south)	582
Chandler Creek	Sheltie Cv	716
Chandler Creek	Sheltie Ln	597
Chandler Creek	Terrier Cv	592
Chandler Creek	Thorn Creek Pl	581
Chandler Creek	Wapato Cv	588
Chandler Creek	Water Spaniel Way (north)	597
Chandler Creek	Water Spaniel Way (south)	607
Chandler Creek	White Indigo Trl (north)	477
Chandler Creek	White Indigo Trl (south)	551
Country Living Estates	Liberty Hills Ln	425
Country Living Estates	Lookout Cv	543
Country Living Estates	Skyview Cv	683
Country Living Estates	Skyview Ln	595
Glenwood Park	Country Side Ct	692
Glenwood Park	Farm Dale Ct	649
Hidden Acres (South of Chandler Creek)	Hidden Acres Dr	355
Highland South	Matthew Ln	551
Meadows at Chandler Creek	Agarita Trl (west)	746
Meadows at Chandler Creek	Agarita Trl (east)	679
Meadows at Chandler Creek	Aster Way	735
Meadows at Chandler Creek	Balsam Way (north)	828
Meadows at Chandler Creek	Balsam Way (south)	593
Meadows at Chandler Creek	Cyclone Ridge Cv	921
Meadows at Chandler Creek	Elk Ridge Cv	598
Meadows at Chandler Creek	Lantana Dr	583
Meadows at Chandler Creek	Laurel Path	598
Meadows at Chandler Creek	Phlox Ct	573
Meadows at Chandler Creek	Prairie Star Cv	668
Milwood	Adak Cv	589
Milwood	Albania Way	632
Milwood	Alvin High Ln	582
Milwood	Alvin High Ln	601
Milwood	Amasia Cv	1029
Milwood	Athens Trl	749
Milwood	Bidwell Dr	470
Milwood	Black Canyon Dr (north)	595
Milwood	Black Canyon Dr (south)	613
Milwood	Boniface Ln	417
Milwood	Darwin Cv	939
Milwood	Debarr Dr	708
Milwood	Dulac Cv	596
Milwood	Dulles Ave (east)	631
Milwood	Dulles Ave (west)	619

Subdivision	Road Name	Area (SY)
Milwood	Dulles Cv	626
Milwood	Elkhorn Mountain Trl	529
Milwood	Gent Dr	676
Milwood	Greybull Trl	509
Milwood	Hanna Cv	873
Milwood	Ito Cove	945
Milwood	Jenner Cv	625
Milwood	Kepler Cv	611
Milwood	Kiana Dr	1049
Milwood	Langhoff Cv	752
Milwood	Luling Ln (west)	584
Milwood	Luling Ln (east)	627
Milwood	Margit Dr	590
Milwood	Marimba Trl	706
Milwood	Montaque Cv	690
Milwood	Moorcroft Ln	700
Milwood	Moscow Trl	642
Milwood	Muldoon Drive	703
Milwood	Napier Trl	477
Milwood	Peabody Dr	651
Milwood	Portland Trl	628
Milwood	Potters Trl	489
Milwood	Rankin Trl	584
Milwood	Riverton Dr	506
Milwood	Rock Springs Cv	693
Milwood	Shemya Cv	567
Milwood	Snook Hook Trl	629
Milwood	Tovar Dr	575
Milwood	Truman Cv	723
Milwood	Varella Trl	640
Milwood	Windrush Dr	453
Milwood	Wittmer Dr	603
Valley Vista	Alyson Ln	676
Valley Vista	Hayley Ct	517
Valley Vista	Olivia Ct	1118
Valley Vista	Trey Ct	534
Valley Vista	Tyler Ct	454
Whitetail	Axis Deer Cv	527
Whitetail	Buck Bnd	415
Whitetail	Buck Ln	517
Whitetail	Buckskin Ct	450
Whitetail	Doe Run	427
Whitetail	Fawnridge	470
Whitetail	Mule Deer Cv	547
TOTAL		81429

Bid Items
Fog Seal for Cul-de-Sac Streets - Subdivision Seal Coat 2016
Williamson County - Texas

ITEM	NO.	DESCRIPTION	UNIT	Estimated Quantity	Unit Price	Cost
315	2010	Fog Seal	GAL	14,658		
500	2001	Mobilization	LS	1		
PROJECT TOTAL						

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 Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
- f) "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Bidder" – The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 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, statutes, 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 for

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. Bidder 107

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.

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.

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.**

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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.**

5

6

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.

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	6

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

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	6

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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:

5

6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

5

6

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

Question and Answers for Bid #1608-107 - Cul-De-Sac Fog Seal (for the Subdivision Seal Coat 2016)

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session

47.

Meeting Date: 08/16/2016

Extending the Jail Pharmaceuticals Contract 14RFP00219

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 authorizing the renewal of Jail Pharmaceuticals, Proposal #14RFP00219, for the same pricing, terms and conditions as the existing Contract for the term of 10/01/2016 - 09/30/2017, with Westwood Pharmacy.

Background

This is the second extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Renewal - Westwood](#)

[Form 1295 - Westwood](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:04 AM

Started On: 08/10/2016 07:47 AM



Summary Agreement for Renewal of Williamson County Contract


Purchase/Contract Type:	Commodity	Department:	Sheriff's Office/Jail
Vendor Name:	Westwood Pharmacy		
Vendor Address:	5823 Patterson Avenue, Richmond, VA 23226		
Purpose/Intended Use of Product or Service (summary):			
Jail Pharmaceuticals			
P.O./Contract Number:	14RFP00219	Effective Date:	10/01/2016
Purchaser/Contract Specialist:	Sydney Richardson	Expiration Date:	09/30/2017
Requested By:	Kurt Showalter, Financial Manager, Williamson County Sheriff's Office		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> • Williamson County wishes to extend this proposal for the same pricing, terms and conditions as the existing contract. • PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - COMPLETED 1295 FORM; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. • Extend Contract for the 2nd of two (2), one (1) year renewal option periods: 			
Renewal Option Period 2	October 1, 2016 – September 30, 2017		
Renewal Option Period 1	October 1, 2015 – September 30, 2016		
Initial Contract Period	October 7, 2014 – September 30, 2015		
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor <u>Westwood Pharmacy</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Hunter Hoggatt</u>	Dan A. Gattis		
Title <u>Vice President of corrections</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature _____		
Date <u>8.4.2016</u>	Date _____		



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

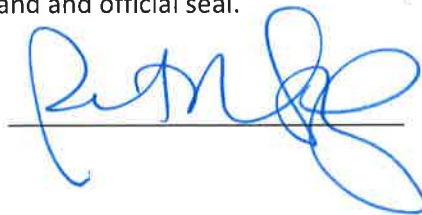
Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	14RFP00219
Contract Name:	Jail Pharmaceuticals
Printed Name of Person Submitting Affidavit:	<i>Hunter Hogatt</i>
Name of Company:	Westwood Pharmacy
Date:	<i>August</i> <u>4</u> , 20 <u>16</u>
Signature of Person Submitting Affidavit:	

On this, the 4th day of August, 2016, before me a notary public, the undersigned officer, personally appeared Hunter Hogatt, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public



PATRICIA NICOLE SHARP
NOTARY PUBLIC
REG. #7652820
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2019

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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:
2016-96130

Date Filed:
08/08/2016

Date Acknowledged:

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

Westwood Pharmacy
Richmond, VA 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.

14RFP00219
Jail Pharmaceuticals

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.

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

PATRICIA NICOLE SHARP
NOTARY PUBLIC
REG. #7652820
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2019

Hunter Hoggatt
Hunter Hoggatt Vice President of Corrections
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Hunter Hoggatt, this the 8th day of August, 2016, to certify which, witness my hand and seal of office.

Patricia Nicole Sharp
Signature of officer administering oath

Patricia Nicole Sharp
Printed name of officer administering oath

Notary Public
Title of officer administering oath

Commissioners Court - Regular Session

48.

Meeting Date: 08/16/2016

Approve Shelter Agreement for Food with Hill's Pet

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 Shelter Agreement with Hill's Pet Nutrition Sales, Inc.

Background

Requested by Ms. Cheryl Schneider, Animal Services Director; this Agreement is for Hill's Pet Nutrition Sales, Inc. to provide food to the Williamson County Animal Shelter at a discounted rate.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[Agreement - Hill's Pet](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 08/10/2016

Reviewed By

Rebecca Clemons

Date

08/10/2016 11:04 AM

Started On: 08/10/2016 08:16 AM

SHELTER AGREEMENT

THIS AGREEMENT is made and entered into the _____ day of _____ (month), _____ (year) (the "Effective Date"), by and between **HILL'S PET NUTRITION SALES, INC.**, a Delaware corporation with its principal place of business located at 400 SW 8th Avenue, Topeka, Kansas 66603 ("Hill's"), and **WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER**, with its principal place of business located at 1855 SE Inner Loop, Georgetown, TX 78626-6344 ("Shelter").

WHEREAS, Hill's and the Shelter desire to enter into an arrangement whereby Hill's provides and/or makes available Hill's® Science Diet® pet food, under specified terms, for the express and limited purpose of feeding cats and dogs being cared for by Shelter ("In-Shelter Food"), in exchange for the Shelter:

- (i) exclusively feeding In-Shelter Food to cats and dogs being cared for by the Shelter ("Pets"); and
- (ii) actively displaying and communicating Hill's Food, Shelter & Love® partnership, as specified herein, in the course of Shelter's public communications and Pet adoption activities.

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

1. Hill's Obligations. Hill's covenants and agrees that it will:

- (a) Provide and/or make available In-Shelter Food to the Shelter under terms as specified in Section 4 and **Appendices A and B**, subject to the following:
 - (i) The type and quantity of In-Shelter Food provided and/or made available by Hill's to Shelter shall be agreed to in writing. Hill's reserves the right to substitute or designate the type of In-Shelter Food.
 - (ii) Hill's shall provide and/or make available In-Shelter Food at the list price minus any discount as specified in **Appendix B**. All pricing is subject to change with 30 days written notice.
 - (iii) The parties acknowledge that unforeseen business conditions may require the Shelter to request an increase in the food allotment. Any such increases shall be considered on a case-by-case basis, and if mutually agreed to, shall be memorialized in writing.
 - (iv) Hill's may take any legally permissible action that, in Hill's discretion, is necessary to prevent or stop the unauthorized resale or distribution of the In-Shelter Food and Adopter Kits.
- (b) Give Shelter access to Hill's Shelter Web Portal (the "Portal"), which enables Shelter to retrieve a library of relevant information, such as articles, links to important organizations and other shelter resources. Additionally, it allows the Shelter to manage and monitor all food and promotional material orders, track Shelter monthly progress as well as conveniently submit adopter names and information and renew Shelter contracts; and
- (c) For the duration of the Agreement, grant Shelter a non-exclusive, limited, non-transferrable, revocable, non-royalty bearing license to use Hill's trademarks, logos, and other intellectual

property as may be required by Shelter to fulfill its promotional activities pursuant to Section 2, below.

2. Shelter's Obligations. Shelter hereby covenants and agrees that it will:

- (a) Maintain its credentials and standards of care for Pets at all times during this Agreement, including without limitation to the following:
 - (i) Maintaining in good standing its status as a 501(c)(3) not-for-profit organization or as a governmental entity, and notify Hill's immediately of any actual or threatened revocation of that status;
 - (ii) Housing all Pets in a safe, caring, clean and socially-enriched environment;
 - (iii) Refraining from subjecting or exposing Pets to abusive or inhumane treatment;
 - (iv) Educating Pet adopters about caring for Pets; and
 - (v) Employing, or affiliating with, one or more veterinarians who can and do provide on-going healthcare for Pets.
- (b) Purchase In-Shelter Food for the purpose of exclusively feeding In-Shelter Food to cats and dogs being cared for by the Shelter (as set forth in Section 4 and Appendix A of this Agreement), unless there is a medical or other condition that would prohibit the use of the In-Shelter Food for a particular pet;
- (c) Make good faith efforts to ensure that Shelter's employees and volunteers involved with the Pet adoption process are trained to educate Pet adopters about Hill's' brands and products (including through the use of adopter script in **Appendix D**, and other instruction materials provided by Hill's from time to time);
- (d) Actively and exclusively display and communicate Hill's Food, Shelter & Love® partnership, including without limitation the following:
 - (i) Prominently displaying Hill's products and/or point-of-purchase materials;
 - (ii) At time of adoption, promote the Shelter's exclusive feeding of In-Shelter Food to Pets, providing adopters with an adopter kit ("Adopter Kit") as specified in **Appendix C**, and any other communication assets as may be designated by Hill's from time to time. Shelter shall order and maintain, at no cost to Shelter, a sufficient inventory of Adopter Kits needed to fulfill its obligations hereunder. For the avoidance of doubt, Adopter Kits are to be used by Shelter for adoptions only, and any other use (including without limitation, resale or unauthorized diversion) is strictly prohibited and will constitute a material breach of this Agreement;
 - (iii) Providing other communication assets to the public, as specified in **Appendix D** or, as may be designated by Hill's in writing from time to time; and
 - (iv) On any website operated by or on behalf of Shelter, maintaining a landing page containing a display of the Science Diet logo with an active link to Hillspet.com; and

- (v) Not promoting, displaying, distributing, endorsing, or feeding any competitive brands and/or products of pet food; with the exception that Shelter may redistribute other brands of donated pet food products so long as such redistribution does not constitute direct or implied endorsement of such donated product.
- (e) Provide Hill's with the following Pet and Pet adopter information in electronic format or such other format acceptable to Hill's, provided that at all times Shelter complies with (i) applicable law including any applicable privacy and disclosure laws in collecting and then sharing the information with Hill's; and (ii) the Data Submission and Privacy Policy contained in **Appendix E**:
 - (i) Pet adopter name, address and a minimum of 75% of adopters' e-mail addresses (provided they have consented to participate in the Hill's New Pet Parent program);
 - (ii) the adopted Pet's name, breed, and date of birth; and
 - (iii) the adoption date, adoption location, brand of adopter bag provided (Science Diet or Ideal Balance),In addition, Shelter will provide Hill's with monthly Pet adoption numbers and updated shelter contact information as specified in **Appendix E**.
- (f) Provide Hill's with a right of first refusal for all pet food company sponsorship opportunities;
- (g) Provide Hill's with a delivery address of either a physical shelter with a business sign and posted operating hours, a veterinary clinic, or a pet-related business; and
- (h) Order and replenish In-Shelter Feeding and Adopter Kit materials through the Hill's Shelter portal.

3. Term and Termination.

- (a) This Agreement shall become effective upon the Effective Date, and shall remain in effect for one (1) year ("Initial Term"). At the end of the Initial Term, the Agreement shall automatically renew for two (2) successive terms of one (1) year each (each, a "Renewal Term") unless either party notifies the other at least thirty (30) calendar days prior to the end of the Initial Term or any Renewal Term of its wish not to renew for a subsequent Term.
- (b) This Agreement may be terminated at any time:
 - (i) by either party, for any reason or no reason whatsoever, upon the delivery of thirty (30) calendar days' written notice to the other party;
 - (ii) by either party, immediately upon written notice to the other party, if a party ceases doing business, becomes insolvent, makes a general assignment for the benefit of creditors, has a receiver appointed for its assets, or an order has been made for its "winding-up"; and
 - (iii) by Hill's, immediately upon written notice to Shelter, if (A) Shelter loses and/or fails to maintain its status as a 501(c)(3) not-for-profit organization or governmental entity; (B) Shelter breaches its material obligations (including, but not limited to, nonpayment or any obligations under Section 2); or (C) Shelter's account remains inactive for a minimum of three (3) months.
- (c) Upon the expiration or termination of this Agreement, Hill's shall cease providing the In-Shelter Food, and the Shelter shall within thirty (30) days thereof pay any outstanding amounts owed

to Hill's. Additionally, the Shelter shall return to Hill's or, at Hill's discretion, make available for pick up by Hill's or its designated agents, any Hill's promotional materials which Hill's had provided to the Shelter (including without limitation, any coupons, pet food trial bags, point-of-purchase materials and display racks).

4. Sales and Payment Terms.

- (a) Hill's will invoice Shelter for In-Shelter Food at list prices reflecting the discounted amount. Upon receipt of invoice, Shelter shall remit payments to Hill's.
- (b) All list prices and/or discount amounts listed in **Appendix B** are subject to change upon thirty (30) days written notice.
- (c) Nothing in this Agreement shall prohibit Shelter from purchasing Hill's products through Hill's normal sales channels. Shelter agrees such products are not purchased for resale and that such products will not be re-sold unless Shelter is approved by Hill's as an authorized Hill's retailer.

5. Confidentiality. The Shelter agrees that, to the extent permitted by law, it shall maintain in confidence and shall not disclose to any third party the terms of this Agreement without the prior written consent of Hill's.

6. Hill's Policies. Shelter represents and warrants that it is in compliance with Hill's Supplier/Business Partner Code of Conduct as of the Effective Date and will remain in compliance throughout the term of this Agreement, as it may be amended from time to time. Hill's Supplier Code of Conduct can be found at <http://www.colgate-palmolive.com> under website tabs "Contact Us" and "Supplier Information". Additionally, attached and incorporated by reference to this Agreement as **Appendix F** is a copy of Hill's FCPA and Anti-Bribery Policy. Supplier represents and warrants that it has reviewed the contents of Hill's FCPA and Anti-Bribery Policy and agrees that it shall abide by the terms of such Policy.

7. Audit. Upon reasonable notice and within the Shelter's normal business hours, Hill's shall have the right to audit and inspect the Shelter's facilities, books, documents, papers and records directly relating to Shelter's performance obligations under Sections 2 and 4, above.

8. Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, provided, however, neither party to this Agreement shall assign its interest or obligations herein, including, but not limited to, the assignment of any monies due and payable, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas without regard to its principles governing conflicts of law.

10. Waiver. No failure by either party hereto at any time to require performance by the other party of any of the conditions, terms, or provisions of this Agreement shall in any way affect such party's right thereafter to enforce the same or any other condition, term or provision of this Agreement; nor shall any waiver by either party of any breach of this Agreement, or of any term, condition, or provision hereof, be taken as or held to be a waiver of any subsequent breach, or of the right to terminate this Agreement for any subsequent breach of the same or any other condition, term, or provision of this Agreement.

11. Entire Agreement. This Agreement embodies the entire agreement of the parties in relation to the subject matter hereof and supersedes all previous agreements, arrangements and understandings, verbal or otherwise, in relation thereto. There are no representations, either oral or written, upon which either party relies as an inducement to enter into this Agreement other than those set forth herein. Except as expressly provided herein, no change in, addition to, or deletion from any portion of this Agreement shall be valid or binding upon the parties unless it is declared expressly to be a modification of this Agreement and is approved as such in writing by each party.
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the duly-authorized representatives of the parties hereto have executed this Agreement the day and year first above written.

WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER

By: _____

Print Name: _____

Title: _____

HILL'S PET NUTRITION SALES, INC.

By: _____

Print Name: _____

Title: _____

List of Appendices

- A – Hill's Terms and Conditions of Sale
- B – Applicable Discount for In-Shelter Food
- C – Adopter Kit Materials
- D – Materials Pursuant to Sections 2(c) and 2(d)
- E – Data Submission and Privacy Policy
- F – Hill's FCPA and Anti-Bribery Policy

APPENDIX A
Hill's Terms and Conditions of Sale

Orders. All orders for HILL'S® SCIENCE DIET® products accepted by HILL'S shall be subject to HILL'S terms and conditions as set forth in this Agreement. It is expressly understood and agreed by the Shelter that HILL'S shall have the right at its sole option to amend these terms and conditions from time to time, including without limitation, payment terms, shipping terms, pricing and discounts. HILL'S shall not be obligated to accept any order. In the event of partial shipment of an order, the order shall be accepted only to the extent of such shipment.

Shipping Terms. The shipping terms for all SCIENCE DIET products ordered under this Agreement will be prepaid FOB origin of shipment which, for purposes of this Agreement, means that HILL'S shall prepay freight costs but that title and risk of loss shall pass from HILL'S to Shelter at the point the SCIENCE DIET products are loaded onto the common carrier at HILL'S plant or warehouse facility. Unless otherwise specified in this Agreement, shipping terms used in this Agreement shall have the meanings adopted by the International Chamber of Commerce in "INCOTERMS - 2010".

Payment.

- (a) Unless Shelter shall have secured prior written approval from HILL'S in Topeka, Kansas, of other terms of payment, payment shall be made by Shelter in U.S. dollars.
- (b) Terms of payment shall be determined at the sole discretion of HILL'S and will be communicated to the Shelter in writing. Shelter shall be eligible for payment terms of Net 30 Days from date of invoice, provided HILL'S receives and approves the following Shelter documents: (i) annual audited financial statements (within 90 days of fiscal year end); and (ii) quarterly internal financial statements (true and accurate profit and loss statement, balance sheet and cash flow statement) if available. Shelter must provide true and accurate annual financial information in order to remain on 30-day terms.
- (c) Shelter's account with HILL'S must remain current at all times. Failure by Shelter to make payments when due may result in HILL'S denial of further shipments until Shelter's account is brought current.
- (d) A monthly charge of 1.5% or the highest allowable interest will be applied to any past due balance. A charge of \$15.00 will be added to any dishonored check/instrument, in addition to any other charge permitted under the laws of the State of Kansas. Past due accounts are subject to HILL'S credit limits/restrictions. In the event litigation or collection action is commenced by HILL'S to enforce payment of any overdue balance on Shelter's account, Shelter shall be responsible for payment of all HILL'S legal fees, court costs, and other expenses incurred by HILL'S or their authorized agent in relation thereto.

Damaged/Outdated Product. Shelter shall not, under any circumstances and regardless of whether or not Shelter is entitled to remedy from Hill's in accordance with Hill's limited warranty as set forth below, sell or transfer any damaged or out-of-date product without prior inspection and written consent of HILL'S. Product shall be considered to be damaged in any of the following circumstances: (i) for spoilage by fire, water or other such occurrence; (ii) if Shelter claims it is damaged and HILL'S approves such claim, or (iii) if it is considered by HILL'S to be in a condition which is inappropriate for sale. SCIENCE DIET products shall be considered out of date after the "Best Before" date stated on the packaging. In the event product becomes damaged or out-of-date, HILL'S reserves the right at its sole option to require Shelter either to dispose of such product in accordance with HILL'S instructions and to provide HILL'S with proof of such disposition or to return such product to a place to be designated by HILL'S at HILL'S expense.

Limited Warranty of HILL'S

- (a) HILL'S warrants that all SCIENCE DIET products packaged in cans will remain merchantable for twenty-four (24) months from the date of manufacture as provided on such packaging. HILL'S warrants

that all dry SCIENCE DIET products will remain merchantable for eighteen (18) months from the date of manufacture as provided on such packaging. The foregoing limited warranties do not extend to products which are not stored: (i) between 50-120 degrees Fahrenheit at all times after shipment by HILL'S; (ii) in a commercially reasonable manner; (iii) in an appropriate insect and rodent controlled environment, or (iv) in damage-free packaging, except to extent the packaging was damaged before shipment by HILL'S, or in the event packaging is otherwise damaged by fire, flood, storm, earthquake or other such occurrence following shipment of the product by Hill's to Shelter.

(b) HILL'S liability for any loss or damage arising out of or in connection with the sale or use of SCIENCE DIET products shall be limited to replacement of any defective products and in no event shall HILL'S be liable for consequential, special, indirect or other damages resulting from commercial loss.

(c) Claims for loss or damage arising out of or connected with the sale or use of SCIENCE DIET products must be submitted in accordance with HILL'S published bulletins regarding such claims. These bulletins, as amended from time to time, will be furnished to Shelter by HILL'S.

LIMITATION OF LIABILITY THE FOREGOING LIMITED WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING LIMITED WARRANTIES ARE LIMITED TO DEFECTS SOLELY ATTRIBUTABLE TO HILL'S. AND IN NO EVENT WILL HILL'S BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES IN ANY ACTION, EVEN IF HILL'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPENDIX B
Applicable Discount for In-Shelter Food

SKUs	SKU Description	Lbs	% Discount off then-current List Price
2092	Science Diet Kitten Healthy Growth	35	<u>74.00 %</u>
6801	Science Diet Feline Adult Optimal Care Pro Pack	20	<u>74.00 %</u>
2091	Science Diet Puppy Healthy Growth	40	<u>56.00 %</u>
6735	Science Diet Canine Adult Advanced Fitness Pro Pack	40	<u>56.00 %</u>

APPENDIX C
Adopter Kit Materials

Adopter kit will consist of:

- 1 Hill's® Science Diet® or Hill's® Ideal Balance™ transition bag
 - o Feline: 1.00 Lbs. Bag
 - o Canine: 2.00 Lbs. Bag
- 1 Hill's Pet Nutrition adopter coupon on the bag
- New Pet Parent website content
 - o A digital Best Friend Guide available
 - o Additional Hill's Pet Nutrition digital coupons

The following transition bags will be available:

Feline:

- Science Diet® Kitten Healthy Development
- Science Diet® Feline Adult Optimal Care®
- Ideal Balance™ Kitten
- Ideal Balance™ Feline Adult

Canine:

- Science Diet® Puppy Small Bites
- Science Diet® Puppy Large Breed
- Science Diet® Canine Adult Advanced Fitness
- Ideal Balance™ Puppy
- Ideal Balance™ Canine Adult

APPENDIX D
Materials Pursuant to Sections 2(c) and 2(d)

HILL'S RESERVES THE RIGHT TO AMEND OR SUBSTITUTE THESE MATERIALS DURING THE TERM OF THE AGREEMENT.

A. ADOPTION SCRIPT

During the adoption process, shelter staff will communicate and provide the following Hill's Food, Shelter & Love® program components to the new pet parent:

- 1 – Pets in the shelter are fed Hill's® Science Diet® brand pet foods
- 2 – Benefits of choosing Science Diet or Ideal Balance for their newly adopted pet
- 3 – Science Diet or Ideal Balance trial bag
- 4 – Hill's Pet Parent portal and its benefits

Here is a tentative adoption script:

- *"At 'shelter name', we're proud to be part of the Hill's Food, Shelter & Love® program and we feed our pets Hill's® Science Diet® brand pet foods*
 - *We offer all our new pet parents the opportunity to participate in the Hill's New Pet Parent program. As part of the Hill's New Pet Parent program, you will receive an email with a link to Hill's New Pet Parent website, and more information about the Hill's food, the Adoption Kit and other tips for new pet parents. If at any time you wish to no longer receive emails about the Hill's New Pet Parent program, you may opt-out at the link at the bottom of the emails, or otherwise contact Hill's at Hills_Corporate_Consumer_Affairs@hillspet.com or call 1-800-445-5777.*
- *We suggest that you continue feeding "Pet's name" Hill's Science Diet:*
 - *Continuity and consistency of food helps avoid the stress of switching*
 - *While feeding Science Diet, you are offering "Pet's name" a pet food that is or has:*
 - *Vets' #1 Choice to feed their own pets*
 - *Proven benefits that promote vitality and well-being*
 - *Extensive portfolio of nutrition for every lifestage that also includes solutions to address a variety of health needs*
 - *Precisely prepared with natural ingredients, plus vitamins, minerals and amino acids*
 - *High quality protein 1st ingredient (dry foods)*
 - *No chicken by-product meal*
 - *Made in Hill's own USA facilities (dry foods)*
 - *100% satisfaction guaranteed or your money back*
- *If you would prefer to feed Hill's Ideal Balance to "Pet's name," here are a few of the benefits:*
 - *Natural ingredients perfectly balanced with added vitamins, minerals and amino acids*
 - *No corn, no wheat, no soy or artificial colors, flavors or preservatives*
 - *100% satisfaction guaranteed or your money back*
 - *Made in the USA (dry foods)*
 - *Here is a transition bag for "Pet's Name." It contains:*
 - *approximately 1 week of food*

- *as well as a \$5 coupon for your first purchase of any Hill's® pet food product.*
- *We also suggest that you visit Hill's New Pet Parent website for additional offers.*
- *When you choose Hill's® Science Diet® or Hill's® Ideal Balance™, you help our shelter and the Hill's Food, Shelter & Love® program!*
- *Would you like to be signed up for the Hill's New Pet Parent program?*

B. MONTHLY COMMUNICATIONS

Objective

- Shelter's social media communication will focus on the pets & Shelter as the story heroes.
- Hill's will be introduced in a supporting role, via Hill's Food, Shelter & Love program.

Form, Content & Tone

- Shelter communications shall be sent via social media platforms (i.e., not via emails); and shall comply with all applicable laws and website terms of use or service in posting social media communications.
- Shelter communication is based on a true & authentic Shelter story.
- Shelter produces the communication based upon its own brand equity, brand persona & tone.
- Shelter's communication will be posted on any of the following social platforms, in order of preference: Facebook, Twitter, Instagram.
- The communication will reference one of the following brands, based upon content:
 - Hill's Pet Nutrition
 - Hill's Science Diet
 - Hill's Ideal Balance
 - Hill's Prescription Diet
 - Hill's Food, Shelter & Love
- Shelter will tag #HillsFoodShelterLove at the end of the communication.

Process

- Step 1: Shelter will post 1 communication per month on its social digital assets.
- Step 2: Hill's will identify the best monthly communications across Hill's Food, Shelter & Love program participants. Hill's will select one testimonial weekly and share on Hill's social assets.

Suggested ideas for monthly communication content

- Pet ready for home, shelter adoption events
- Pet feeding time, treat moment
- Pet training, pet exercise, pet play time
- Pet recovery
- Community support, etc...

Monthly communication example



**Another Walk' n Trail for Max to support Pet Friends League homeless pets....And he feels like he has deserved a delicious Hill's Science Diet treat... You're right Max!
#Walk'nTrail
#HillsShelterPets**

C. EXAMPLE OF EMAIL TO NEW ADOPTERS

- The latest version of the “Thank you for adopting!” email is available on the shelter portal.

FOOD SHELTER & LOVE **HILL'S SCIENCE DIET** Teamed up with:

Congratulations on your new best friend!

Now that your new best friend is home, you may be wondering what your next steps are to welcome them to your family. Never fear. We've got exclusive savings and all the tools, tips and info you need to get started on the right paw.

[Get Started Now](#)

SAVE

Exclusive Savings

Why not continue the good start they got at the shelter you adopted them from? As a new pet parent of a cat from a Hill's Food, Shelter & Love® shelter, you're entitled to exclusive savings on all Science Diet® and Ideal Balance™ cat foods.

[Start Saving Now](#)

Your New Best Friend Guide

This handy guide has all the tips, tools and information you need to help your new best friend be a happy, healthy part of your family for a long, long time.

[Get the Guide](#)

New Pet Parent Toolbox

Your New Cat and Your Other Pets Can Be Friends
Help your current pets roll out the welcome mat to your new cat.
[Read More](#)

Your Cat's First Month at Home
Change can be a challenge for cats. Learn what to expect in the first month and how to foster a successful home for yourself and your cat.
[Read More](#)

Welcoming Home Your New Cat
Nine ways you can be the BEST new pet parent on the block.
[Read More](#)

[ABOUT HILL'S](#) [HILL'S PRODUCTS](#) [WHERE TO BUY](#) [FIND A PET](#)

APPENDIX E
Data Submission Requirements and Privacy Policy

A. Data Submission Frequency from Shelter to Hill's

- Shelter will submit files of pet and pet adopter information on a weekly basis
- Shelter will complete the Shelter Profile section (located on the Hill's Food, Shelter & Love® portal) on a monthly basis, to provide updated pet adoption numbers and accurate shelter contact information

B. Privacy Policies Related to Data Submitted by Shelters to Hill's

- Shelter will maintain a privacy policy that permits the disclosure of adopter information to non-affiliated third party business partners, such as Hill's, including for marketing purposes.
- Shelter will only provide Hill's with adopter information for those adopters that have opted in to receive communications from Hill's Pet Nutrition. If the adopter refuses the Adopter Kit or otherwise requests not to be included in the Hill's New Pet Parent program, no personal information will be submitted to Hill's where the adopter opted out, nor any communications will be sent to him/her in any circumstance.
- Hill's will use the adopter information provided by Shelter to contact the adopter with a "Thank you for adopting!" email and regular Hill's Pet Nutrition newsletters, promotions and special offers. Each such communication will include the ability for the adopter to opt-out from receiving future communications from Hill's.

C. Hill's Privacy Policy

- Hill's values pet owners and their pet's privacy. We do not rent, sell or give away pet owner e-mail addresses and only contact pet owners when we are given permission to do so
- The latest version of the Hill's Privacy Notice can be found at www.hillspet.com/legal-statement-and-privacy-policy.html. Hill's Privacy Policy can also be found as a link in the footer of each email sent by Hill's Pet Nutrition to adopters.

APPENDIX F
Hill's FCPA & Anti-Bribery Policy

Hill's is committed to ethical business practices and to acting with integrity in all aspects of its business. Hill's reputation for integrity is a vital business asset that depends upon the commitment of all Hill's directors, officers and employees everywhere to act in accordance with Hill's parent company's (Hill's) Code of Conduct and all applicable laws and regulations. Hill's reputation depends not only on its own conduct, but also on the conduct of those with whom it does business. It is Hill's goal to ensure that all of its vendors, including without limitation suppliers, distributors, contractors, consultants, counterparties and agents (referred to hereafter as "Vendors") reflect the same high ethical standards as Hill's and demonstrate a commitment to compliance with all laws governing their activities, including laws prohibiting bribery or corruption. It is therefore required that Hill's Vendors share this commitment to FCPA and anti-bribery compliance as set forth below:

(a) Our Vendors are aware that anti-bribery and anti-corruption laws around the world generally prohibit bribery of governmental officials and among private commercial parties, including the giving or receiving of bribes in connection with conducting business. More specifically, these laws prohibit people and organizations, or those acting on their behalf, from:

- (i) paying or offering to pay money or anything of value, directly or indirectly, to (A) a government official to influence that official to secure an improper advantage or obtain or retain business, or (B) any private person or organization to induce any person to improperly perform a function or activity in connection with a business or organization, a person's employment, or a public function; and
- (ii) requesting, agreeing to receive, or accepting a financial or other advantage in exchange for improper performance of a function or activity in connection with a business or organization, a person's employment, or a public function.

(b) Our Vendors have not undertaken and will not undertake any action that would cause them or Hill's to be in violation of any anti-bribery laws, nor have they been accused of conduct that would violate any anti-bribery laws.

(c) Our Vendors understand that it is their responsibility to ensure that their employees and representatives understand and comply with this FCPA and Anti-Bribery Policy.

(d) Our Vendors understand that failure to adhere to this FCPA and Anti-Bribery Policy may cause Hill's to terminate the business relationship.

Commissioners Court - Regular Session

49.

Meeting Date: 08/16/2016

Approve Service Contract for Web Design at Williamson County Expo Center

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 agreement with Saffire for web design, hosting and related services to support operations of the Williamson County Expo Center.

Background

The SOW is Exhibit A and the price schedule is listed on Exhibit B, the Saffire Agreement, as mentioned in the Service Contract.

Fiscal Impact

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

Attachments

[Exhibit A- Saffire Proposal](#)

[Exhibit B- Saffire Agreement](#)

[Service Contract](#)

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Jewel Walker

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 09:55 AM

Started On: 08/10/2016 04:17 PM

✉ info@saffire.com
🌐 www.saffire.com
☎ 512.430.1123



June 23, 2016

Proposal
Williamson County
Expo Center

Cassie Roberts, Saffire
cassie@saffire.com
248 Addie Roy Road, B106
Austin, TX 78746

Contents

WELCOME!.....	5
HAVE THE ONLINE PRESENCE YOU DESERVE.....	5
EDIT YOUR OWN SITE CONTENT, WITHOUT WAITING FOR ANYONE ELSE.....	5
WORK WITH A TEAM THAT CLIENTS LOVE.....	5
WORK WITH A TEAM THAT IS COMMITTED TO THE INDUSTRY.....	6
SAFFIRE VS. GENERAL AGENCIES.....	7
SAFFIRE HAS VENUE FUNCTIONALITY.....	7
GENERAL AGENCIES ARE REINVENTING THE WHEEL.....	7
SAFFIRE FUNCTIONALITY IS INTEGRATED, NOT MODULAR.....	8
SAFFIRE FUNCTIONALITY IS CROWDSOURCED.....	8
SAFFIRE'S SUPPORT IS SECOND TO NONE.....	8
FULL FEATURE LIST FOR WILLIAMSON COUNTY EXPO CENTER.....	9
GENERAL SITE FEATURES.....	9
HOMEPAGE.....	12
EVENT CALENDAR INTERACTIVITY & DETAILS.....	13
BUSINESS LISTING PAGES (FOR ON-PROPERTY RESTAURANTS, ETC.).....	16
PHOTOS & VIDEOS.....	18
MAPS & DIRECTIONS.....	19
PRESS.....	19
OTHER PAGES.....	20
PARTNERS/SPONSORS.....	20
SOCIAL INTEGRATION.....	21
EMAIL AND TEXT MESSAGE MARKETING INTEGRATION.....	22
SEARCH ENGINE OPTIMIZATION.....	22
SITE MAINTENANCE.....	23

SUPPORT.....	24
ONGOING FUTURE ENHANCEMENTS.....	25
SITE SPECIFICATIONS.....	25
SECURITY.....	26
TRAINING & MAINTENANCE.....	27
TESTING.....	27
DELIVERY.....	28
TRACKING.....	28
COMPANY PROFILE, QUALIFICATIONS & PROJECT MANAGEMENT.....	29
COMPANY PROFILE.....	29
COMPARABLE WEBSITES.....	30
TESTIMONIAL LETTERS.....	37
EXPERIENCE WITH VENUE ORGANIZATIONS.....	41
ORGANIZATIONAL CAPABILITIES.....	41
PARTNERS.....	41
PROJECT MANAGEMENT PROCESS.....	42
DISCOVERY PHASE.....	42
EXPLORE PHASE.....	43
CONTENT PHASE.....	43
CREATIVE PHASE.....	43
LAUNCH PHASE.....	43
TRAINING.....	44
SUPPORT.....	44
SECURITY MEASURES.....	45
TIMEFRAME FOR COMPLETION.....	45
WEB HOSTING CAPABILITIES.....	46
NETWORK.....	46
PRECISION ENVIRONMENT.....	46



CORE ROUTING EQUIPMENT.....	46
SAFFIRE BUDGET & FEES.....	47
INITIAL FEE	47
DESIGN FEE	47
ONGOING FEES	48
OPTIONAL FEES FOR ADDITIONAL FUNCTIONALITY	49
DATA MANAGEMENT	49
MARKETING COMMUNICATION.....	49
BULK TEXT MESSAGING USING SAFFIRETEXT™	49
ECOMMERCE.....	50
SAMPLE PROJECT SCHEDULE	50



Welcome!

We're so excited you're interested in learning more about Saffire, and we're thrilled to submit this information for the Williamson County Expo Center website project. We create beautiful, interactive online destinations, specifically for venues, that our clients can easily manage themselves. We partner with hundreds of venues and events, and we offer the best website at the best value to this industry. But, don't take our word for it. These are the top reasons why our clients say they chose Saffire:

Have the Online Presence You Deserve

If you want your online presence to reflect your uniqueness, but you also want to have **online functionality beyond what you could expect** from a general agency, Saffire is here to help. We give you an awesome platform to promote yourself to your visitors, wherever they are, be it your website, social media or mobile site. Does it work? Our clients routinely assure us it does; whether page views, visitors or revenue, Saffire has a dramatic effect on the most important success metrics.

Edit Your Own Site Content, Without Waiting for Anyone Else

You can drive yourself crazy waiting for someone else to update your website. But **with Saffire, you have control of your own website - content, navigation, images, forms and more - quickly and easily.** You can make changes from anywhere you have a browser, even from your phone. This brings happiness and peace to our clients, because nobody knows their venues like they do.

Work with a Team that Clients Love

What about working with someone locally? Is someone in Austin, TX or Portland, OR really as "there for you" as someone down the street? We don't like to toot our own horn too much, so ask our clients. **Our customer service is second to none.**

Comparing Saffire to a general agency down the street is truly apples to oranges – you will not find another solution like Saffire. Our team loves our clients, and we're happy to say the feeling is mutual, because our clients know we're here for them and have their back no matter what. (See customer quotes and watch testimonial videos on our website at www.saffire.com/clients.)



Work with a Team that is Committed to the Industry

When we're not helping our customers switch to Saffire, we're often on the road, **speaking to industry organizations about online marketing.** When we're not on the road, we do webinars on a wide range of topics that help our clients be more successful online. We also partner with many event, venue & destination associations to support their work. We're in it for the long haul. What you get with Saffire isn't just what you get the day you partner with us. We're constantly updating Saffire with the latest technology and features, which are driven from customer surveys. We're committed to you always loving your Saffire website.

Please do not hesitate to contact us for any questions, clarifications and contractual agreements. Thanks for your interest, and we look forward to partnering with you!

A handwritten signature in black ink that reads "Kendra Wright". The signature is fluid and cursive.

Kendra Wright

President

Office: 512.430.1123

Cell: 512.289.4163

Fax: 512.535.2939

email : kendra@saffire.com

Saffire vs. General Agencies

Saffire has Venue Functionality

We know the bread & butter for venues is EVENTS!

- Saffire has an interactive event calendar, great event pages, and easy event promotion, including ticket sales on the homepage and more.

Venue managers are BUSY!

- Saffire includes scheduling of homepage features, events and tickets on-sale.

Venues have additional revenue opportunities.

- Saffire makes it easy to promote partners and sponsors throughout the site, and better promotion means more revenue opportunities.

"We have tried to use local website designers, however, they don't have the expertise and knowledge about all the different aspects of an event. Saffire really understands how to drive your customers to the website and sell tickets to events. The team is very positive, upbeat and encouraging!"

Laura Boldt

Boulder County Fair Coordinator

General Agencies are Reinventing the Wheel

Saffire functionality has been fine-tuned over six years for events & venues!

- Other agencies test ideas on your site, and then charge you to change them if they don't work.

Saffire releases functionality across hundreds of industry sites.

- Saffire releases new features every quarter to keep up with digital trends, so that our clients always have the latest & greatest.



Saffire Functionality is Integrated, not Modular

Modular functionality (like WordPress) means you manage events in multiple places.

- For example, to feature an event on the homepage, you have to double-enter everything, and things don't always "just work" together.

Saffire sites are faster.

- Saffire sites are compiled, so they load faster than sites where each part was developed separately and has to load separately.

Security on Saffire is addressed in all development phases.

- WordPress security breaches are dealt with once issues are discovered (which is really too late).

"Working with the Saffire Team was amazing! Even though we are miles apart from the team in Austin and Portland it was like talking with friends during this experience and we know they are there to continue to help us."

Rochell Planty

Director of Public Relations

All Saffire features are included, both initially and ongoing.

- Other agencies nickel and dime you every time you need an additional feature, which is almost a disincentive to you having a great website.

Saffire Functionality is Crowdsourced

Saffire's features come from our clients, who tend to be like-minded and want to maximize the value of their digital marketing to take their venue to the next level.

Saffire facilitates info sharing through webinars, an email newsletter and forum (upcoming) for our clients.

Saffire's Support is Second to None

Support is available via phone, email & online chat.

Support requests are emailed and texted to 7 people.

Our goal is to get you an answer within 10 minutes!

Full Feature List for Williamson County Expo Center

General Site Features

- **Attractive, contemporary design**
 - Design trends online are changing so fast, and Saffire constantly updates our default layouts to reflect these trends; they can then be customized to your specifications based on your preferences and what information you want to share.
- **A responsive (device independent), easy-to-navigate website layout that incorporates the latest digital trends and best practices**
 - Saffire sites are built from the ground up to be responsive on all devices, no matter how customers want to get information. All functionality is exactly the same on mobile devices as on desktop, but laid out for smaller screens and designed for touch navigation. Mobile site includes the following items prominently displayed on all pages of the site:
 - Site search
 - Directions to your location
 - Email sign-up
 - Link to one-stop, on-sale page

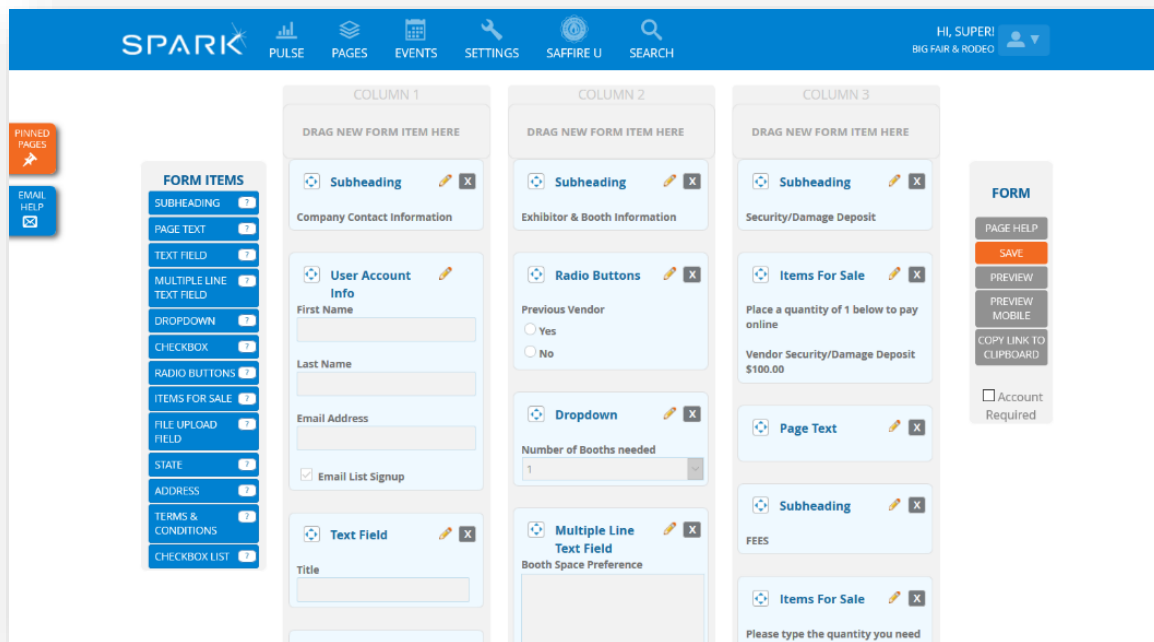


- Social media links
- Mobile ecommerce
- **Unlimited custom pages**
Unlimited custom pages, which you can easily create by dragging and dropping elements including text with WYSIWYG, photos, videos, PDFs, links, sponsors, items for sale, FAQs, web forms, maps, etc.

“Building your own custom pages is so cool and they can look exactly the way you want them to, easily. Uploading pictures is very simple as well and takes a lot less time than our previous website. Thanks so much, Saffire!”

Mandy Linquist

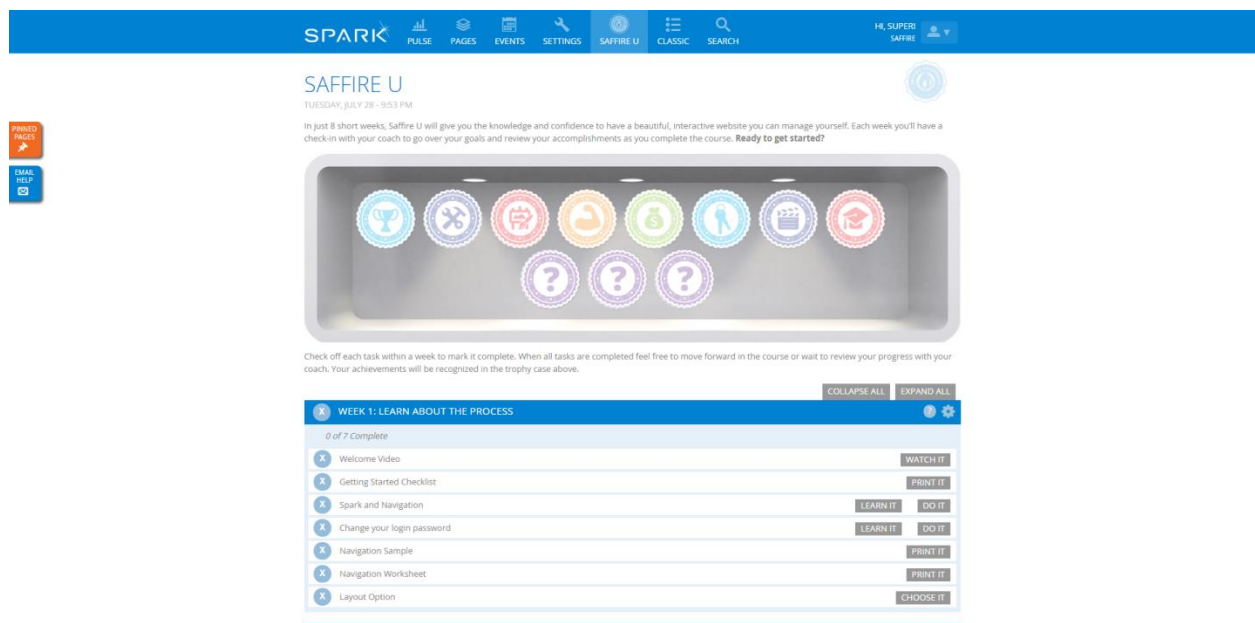
California Rodeo Salinas



- **Unlimited, easy-to-create web forms**

If you currently receive applications and other forms via PDF, you will love Saffire's online form system. You can create unlimited custom online forms, with simple drag-and-drop functionality to add fields such as text fields, checkboxes, dropdown menus, file uploads and terms and conditions agreement. You can even add items for sale and take payment from online forms, saving time and reducing errors on data entry from PDF forms. When submitted, forms are sent by email to a designated address, as well as added to an Excel spreadsheet available from Spark at any time.

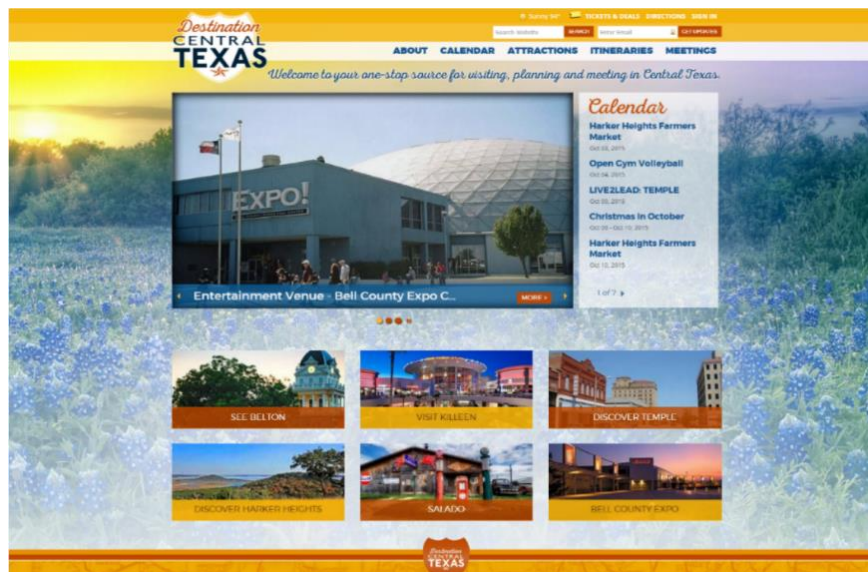
- A general message announcement bar at the top of your website**
 This can be scheduled in advance to appear and disappear, and is typically used for big announcements or late-breaking news.
- Integrated blog**
 Saffire will set up a WordPress blog and a news section for your website if you like.
- Search box located on every webpage**
 Saffire has a smart search, which auto-completes as you type.
- Complete site translation into other languages**
 This feature can be turned off and on by the administrator at any time.
- Comprehensive and ongoing website and ticketing training program**
 As new features launch, lessons and tips are added to the training, which is always available to you.
- Content maintained through an easy-to-use backend “dashboard”**
 Spark, Saffire's easy-to-use custom CMS system, is specifically designed for venues and events! *We make it easy for you to update your own site, and with our 8-week training program called Saffire U, you will feel empowered in no time.*



- Google Analytics integration
 - Saffire provides Google Analytics tracking, and you can log in anytime to view site traffic, as well as get monthly or weekly tracking emails.
 - Saffire includes the most advanced Google Analytics integration available, and reports can be sent as desired.
 - Saffire also gives you a snapshot of your most important Google Analytics whenever you log in to your Spark CMS dashboard.
- **Easily integrates with other programs and software (AdWords, live chat, etc.)**
Saffire can integrate with almost any third party software--just ask!

Homepage

- **Hierarchical feature areas to help customers discern what is most important on the website, including the opportunity to purchase tickets easily**



Up to 4 homepage feature areas can be customized on your website; each feature on these sections can have its own **“Buy Now”** button, making it easy for customers to buy from your website.

- **Website section headings such as Events, Tickets, Facilities, Guest Info., etc. to help visitor easily navigate to pages of interest**
These are included, and you can update these or have more if you'd like!
- **Ability to preschedule homepage features to change automatically**
You can schedule as many features as you want to be scheduled in advance.

Features will automatically go on the site and back off at the dates or date ranges you select.

- **Spotlight unlimited featured sponsorships or partners**
If you have more sponsors than will fit, they slowly rotate. You can even “stick” one major sponsor on the page if you like.
- **Link to selected items for sale**
Saffire includes a “one-stop shopping” page for all items for sale; we link to this from the top of the website and usually call it Tickets & Deals, but you can name it anything you like!
- **Optional countdown feature to draw attention to exciting events**
You can schedule unlimited countdowns, and they will automatically be replaced as the next date comes up.
- **Optional link to main event categories directly from homepage**
Event categories (such as concerts, sports, etc.) will always appear in the navigation, but you can link to main categories right on the homepage if you like.
- **Optional survey to entice people to interact**
The most important job of a homepage is to get the visitor engaged enough to take any action. Quick Votes give them something to click and can be included on the homepage if you like.
- **Optional weather bug showing the current weather**
The weather can be shown for any zip code, and it can be turned off or on at any time. (If it is bad weather, you might want to temporarily hide it!)

Event Calendar Interactivity & Details

- **Interactive event schedule with unlimited categories and subcategories to help visitors find events quickly**
Saffire’s integrated event calendar is the best in the business, with social media & email links, music player, advance scheduling capabilities and many other functionalities listed here.

- **Ability to create detail pages for any event**

You can create full event pages or “**quick events**,” where events appear on your calendar but don't create a detailed webpage about the event. You can also create many events at once using an import template.

- **Ability to offer unlimited items for sale (either integrated into platform or via external provider)**

Your webpage can have as many BUY buttons as you have items to sell! You can sell through Saffire's integrated ecommerce and ticketing platform, or sell through any provider of your choosing.

There's even a countdown to when an item goes on sale!

- **Ability to easily create multi-day and recurring events, with option to display event only on first day or on all event days**

You can show an event that happens over several days just on the first date or on every date when it occurs.

- **Ability to create events in advance to automatically appear on the site at a later date**

If you don't want an event to show on your calendar yet, just select the date and time this event should be published to your event schedule, and it will magically appear then!



- **Ability to display event calendar in multiple views and select which view displays by default**

Depending on how many events are happening, different calendar views work best. You can choose to display your events by default in a monthly calendar, list view (minimal info per event), gallery view (featured image per event) or expanded view (more info about each event). This preference can be updated at any time and even changed throughout the year if you want to display events differently. You can allow customers to switch the view or not, based on what works best for your venue.



Change the view of the calendar as often as you want, based on what works best for that time

- **Ability for visitors to search for events by name or keyword**

If any word in the event title or description is searched, the search auto-populates with the full title of the event.

- **Event schedule should include enticing interactivity**

Facebook, Twitter, Email and Like buttons are all enabled on the schedule itself. You can even upload music to your calendar where applicable.

- **Ability for visitors to create a custom itinerary for the events they want to save**

Customers can add events to their “suitcase” at any time, both from the event calendar and from individual event pages.

- **Ability to automatically email customers before and after events in their itinerary**

Before the event, you can send them any reminders, and after the event, you can tell them to upload photos, etc.

- **Printer-friendly calendar**

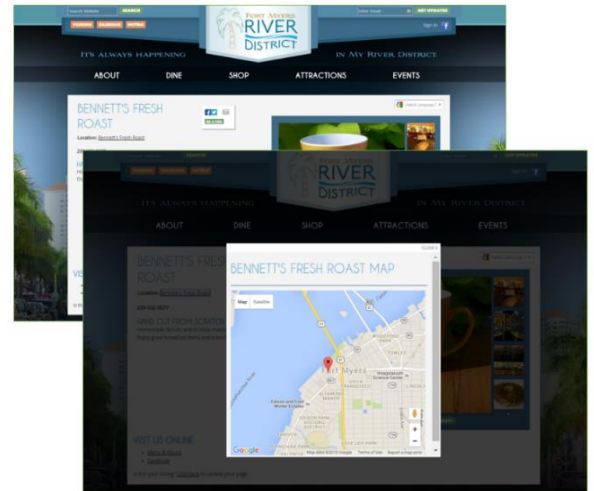
Customers can print any part of the event calendar at any time.

- **Event and business locations that can optionally include embedded Google map**

You can even add multiple locations per event

- **Unlimited PDFs**

You may add as many pages, documents, etc. that you'd like to your website without worrying over the amount of space you are using.



- **Unlimited links to external websites (e.g., performer websites, partner websites, etc.)**

You can even set up specific social media account links per event.

- **Ability to tag event keywords for additional filtering options**

This is useful for both in-site searching and for search engine optimization.

Business Listing pages (For On-Property Restaurants, etc.)

- **Interactive business listings with unlimited categories and subcategories to help visitors find businesses quickly**

You can have as many business listings as you want; they could be food and beverage and/or services associated with the venue, or places to stay, eat and play around the venue. Listings can be sorted and filtered by category very easily for your visitors.

- **Ability for businesses to update their own listings**

Businesses can update their listings, which are sent to you for approval before they are posted; an automatic email is sent to the business once their listing is approved.

- **Businesses displayed with thumbnail images and titles**

The best way to sell a business is with imagery, so we list businesses in a nice photo grid with clearly labeled business names included.

- **Ability for visitors to create a custom itinerary including the businesses they want to save**

Customers can add businesses to their “suitcase” at any time, both from the business listing page and from individual business detail pages.



- **Optional ability to highlight certain businesses by listing them at the top and with an icon for greater prominence**

Any business can be noted as “Our Pick” to give higher priority to that item.

- **Ability to display business listings in multiple views and select which view displays by default**

The gallery view with the photos and thumbnails described above is what most organizations choose, but you can choose another view if you wish.

- **Ability for visitors to search for businesses by name or keyword**

If any word in the business title is searched, the search auto-populates with the full title of the business.

- **Ability to list business listings by category or subcategory**

They can also be listed in alphabetical order.

- **Ability to tag business listings with keywords**

This allows for additional filtering options, beyond category.

PHOTOS & VIDEOS

- **Photo Gallery and Video Gallery pages that automatically populate every event and business listing photo and video that has been added to the site**

You may also choose to feature these photos on your homepage without re-uploading.

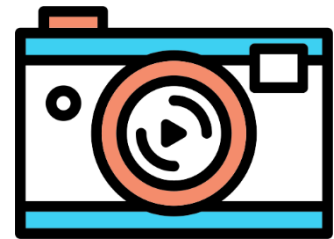
Videos embed directly on your site from YouTube, so you also get increased exposure to your brand on your YouTube channel.

- **Unlimited photos and videos**

You can also include optional captions.

- **Ability to enhance photos with an image cropping tool**

You don't have to crop photos, but you can crop them if you want them to show a specific piece of the picture, if you like.



- **Ability for visitors to send photos to friends via email**

Emailed images are great marketing tools!

- **Ability for visitors to share venue photos with friends on Facebook, Twitter, Pinterest, etc.**

This option is included on every photo.

- **Ability for visitors to buy event tickets and more from event photos (if applicable)**

Buy buttons will appear along with every photo for each event that has something for sale. These buttons link directly to the location on the site where they can complete the purchase.

- **Optional functionality for site visitors to upload their own photos**

These can be approved by Williamson County Expo Center officials before they are placed on the site.

- **Customer photos uploaded to site may be used for future venue marketing**

You can include a usage agreement when visitors upload photos to the website.

Maps & Directions

- **Easily creatable and searchable interactive venue maps with color-coded, hyperlinked "hotspots" for designated locations, including the ability to sell items from map**

You can easily upload an illustrated map on any webpage and add pins to designate highlighted areas. For on-sale items, clicking Buy Now on a pin takes visitors to a checkout screen, where they can purchase the item.



- **Access to driving directions and map to get to the venue, from all webpages (including printer-friendly version)**

Saffire recommends a Directions link at the top of every webpage, but this can be customized.

Press

- **Articles/features about Williamson County Expo Center, including date, source, title, customizable content, photos and link**

You can use our pre-set news section or set up your own with our unlimited custom pages.



- Ability to upload high-resolution photos
This will make it easy for press to report on Williamson County Expo Center.

Other Pages

- **One-stop-shopping page that automatically populates every item for sale on the site**

Saffire recommends a Tickets & Deals link at the top of every webpage, but this can be customized. You may designate any items you do not want to appear on this page by a simple on/off toggle.

Partners/Sponsors

- **Designated partner/sponsor webpage to feature all partners in one location**

Logos can appear in unlimited categories, and you may designate which logos to also include on homepage and/or SaffireTix print-at-home tickets.

- **Ability to designate one major partner/sponsor on homepage**

You can change your major partner/sponsor whenever needed

- **Ability to add unlimited partner/sponsor logos as needed on any webpage**

Once you upload a logo one time into Spark, you can choose to feature it on any other page by selecting it from a dropdown menu.

- **Automated logo resizing**

This way, all your sponsor/partner logos look great on your website.

"We love our new website! We are no longer in the stone ages! We decreased the amount of phone calls in the office and we increased our tickets sales."

Suzan McCoy

Special Events Coordinator

El Paso County Fair and Event Complex

Social Integration

- **Integration with unlimited social media sites such as Facebook, Twitter, Pinterest, Instagram, YouTube, LinkedIn, etc.**

Social media icons for your organization are included not only on every webpage, but also in the site navigation. You can add any other social network you like. Facebook Like and Twitter Follow links are also on the bottom of every webpage.

- **Ability for site visitors to share individual events and businesses on social media**

Every event and business page includes social sharing icons for Twitter and Facebook, so customers can post specific events and businesses on their own social pages. This is important, because it gives people the ability to share things that are most relevant to them, which increases social marketing significantly.

- **Ability for site visitors to share individual events and businesses via email**

Adjacent to social media sharing options is the ability to send events and businesses via email, auto-populating the email to promote easy sharing. Another option is to save to Outlook calendar, which they can also use to invite others if they wish.

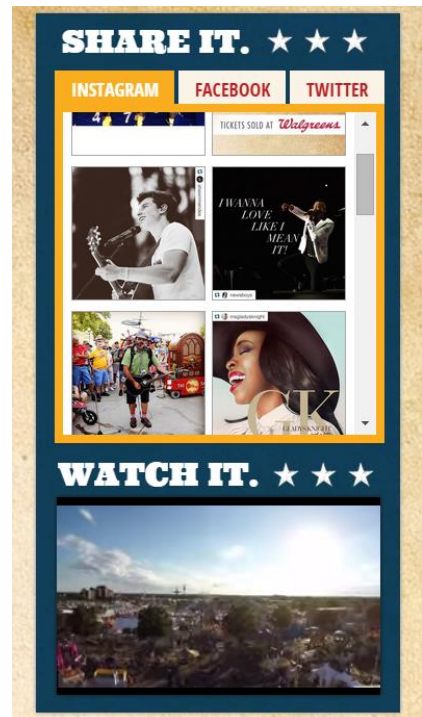
Saffire even makes it easy for you to share events and businesses on your own Facebook page, with a one-click Facebook share button in Spark!

- **Custom Facebook cover photo and Twitter background design to coordinate with website**

Once you have a site design you love, Saffire can give you social media graphics to coordinate with your website.

- **WordPress blog setup and blog design to coordinate with website**

This is included if you would like to have a separate blog.



Email and Text Message Marketing Integration

- **Integration with industry-leading MailChimp or most popular email marketing tools**

Saffire recommends MailChimp as an email marketing provider, but we can integrate with many other tools, hopefully including TM Messenger!



- **Custom email template that matches website design**

Once you have a site design you love, Saffire gives you an email marketing template to coordinate with your website.

- **Email sign-ups from every page of website automatically go into email marketing tool**

No more exporting and importing email addresses into your email marketing tool.

- **Ability to send updates and announcements to customers via text**

You can send a broadcast text to your list either immediately or scheduled for the future. This feature is optional and requires a monthly fee.

- **Ability to collect mobile numbers from website for text marketing**

In the email address submission field, we can add the ability to auto-detect phone numbers, making it easy for customers to choose how they want to receive communication.

Search Engine Optimization

- **Website should be search engine optimized**

Saffire sites are built for search engines from the ground up. In addition to the features below, the platform incorporates CSS-based navigation, so it is fast-loading and can be crawled by search engines.



- **Customizable, descriptive URLs for main pages (e.g., www.myurl.com/bigpage)**
You can add as many friendly URLs as you want.
- **Customizable page title, description and keywords**
By default, page titles will be the page, event or business name. If you choose, you can edit the page title to be more specific (important for Google results and appears at top of browser). Descriptions and keywords can also be added for any webpage.
- **Provide social sharing options for specific events and businesses, increasing in-links to website**
Google uses in-links, or links to your website, as a key determinant of ranking. Saffire's functionality to allow social sharing for events and businesses (in addition to your organization as a whole) increases your SEO considerably. This is also important for social media, as many of them also link to pages that are most popular.

Site Maintenance

- **Password-protected, browser-based “dashboard” for easy site content management**
Saffire's industry-leading Spark™ content management system is at the heart of the Saffire platform. Our goal is to make you feel smart and empowered, with the ability to make site changes more quickly and easily than calling someone (which can be inefficient). In short, Spark makes your life so much better, reducing frustration and giving you the reins on making your website great.
- **Mobile dashboard to update most frequently changing website content**
You can edit your homepage features, general message and see detailed ecommerce reports all from a mobile version of Spark.
- **Unlimited user logins to dashboard, including custom access levels**
You can give as many people access to Spark as you like, with no additional fees.



You can also limit access to only specific web sections or pages, by user.

- **Ability to manage customer accounts, including contact info and password reset**

Customers can create an account when they complete a purchase or online form, as well as when they add to their itinerary (saved events or businesses). These accounts can be managed in Spark, including the ability to edit contact information, reset passwords and view past purchases.

- **All navigation can be edited including renaming and moving pages between sections, up and down within a section, etc.**

No having to call your web provider to make simple changes!

Support

- **Efficient and helpful onboarding process**

Our training program is called Saffire U and is built into Spark, our content management system. You have weekly, half-hour meetings with your own personal coach. Saffire U is then accessible at any point after the site launches, in case you'd like to review anything. Updates are made to Saffire U as new features are released.

"We are so pleased to have partnered with Saffire in the build of our new and improved website! The weekly training sessions were most helpful and the Saffire team jumped in to assist us to make everything happen quickly. I've graduated from Saffire U & am anxious to begin my Masters!"

Judy Heise

*Director of Computer Operations
South Carolina State Fair*

- **Unlimited phone support**

This is before, during and after your website launches.

- **Unlimited email and live chat support**

Our goal is to answer every request within 10 minutes, but we commit to answering every request within 4 hours during our 8am to 6 pm CST (Monday – Friday, excluding company holidays) business hours. Email and chat support is available from every page on the Spark content management system.

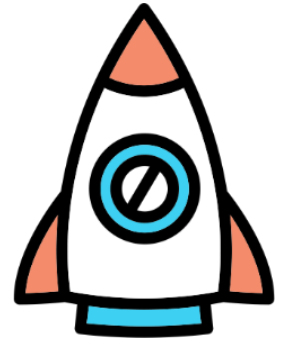
Ongoing Future Enhancements

- **Website to be updated with new features and/or technology updates on an ongoing basis**

Your website will be automatically updated every 6-12 weeks, and release notes and training videos will educate you on changes.

- **There should be no additional fees outside the determined monthly budget for standard enhancements after the initial build**

Standard enhancements are covered by your monthly licensing fee. The only additional, optional fees are outlined in the budget section.



Site Specifications

- **Compatible with common web browsers**

Saffire is compatible with the latest versions of Safari, Firefox, Chrome and Internet Explorer, plus older browser versions (determined based on percentages of users on older versions).

- **Must not require plug-ins as a default**

Saffire does not require plug-ins.

- **Website needs to be compatible with different operating systems and software versions**

Saffire sites are optimized to be compatible with all the latest versions of all operating systems and browsers.

- **The site should be developed to meet all federally-mandated access requirements**

With Saffire, you can build as many pages as you want, which allows individuals who require special assistive technology equal access to your information. Every photo can have a customizable text description, so that individuals who cannot process photos will instead be able to absorb the text. Any PDF document can also be pasted in plain text. Finally, your contact information is accessible from any page, allowing easy access to people with disabilities if they need help.

- **Future flexibility – A flexible design template that can accommodate the addition of new functionality, or even a complete design refresh, at a later date**

You can always choose to add features or new design elements if you'd like, both when you launch and at any time. Down the road, you may even choose to refresh your site design, which can be done with no rework to your website content.



Security

- **The contractor must consider the appropriate and secure use of interactive forms for confidential information such as personnel applications and records**

Submission and storage of sensitive data is encrypted. Viewing of sensitive data can be restricted through limits on access for different admin users.

- **The site must be secured from email harvesters**

Saffire provides the ability to create unlimited forms that can be used for contact submissions and never reveal personal email addresses.

- **The site should be built to withstand security attacks**

Saffire sites are hosted in a highly secured environment including:

- Port restricted firewall, only web ports open to public
- Enhanced security monitoring designed to predict and prevent attacks
- Scheduled security scans to ensure servers and software are protected
- DDoS monitoring and prevention
- Anti-virus on all systems, continuous scan and signature file updates
- Encrypted data storage for added security against fraud
- Physical access limited to authorized data center personnel; no one else can enter the production area without prior clearance and appropriate escort

- **You can control levels of permission and approval for employees uploading information to the site and have the ability to immediately delete**

permissions for terminated employees.

You have full access to all user information and can set parameters on which users can see specific pages. You can instantly delete users who should no longer have access.

Training & Maintenance

- **Training of website administrators and staff assigned to maintain and create their department web pages.**

Our empowering Saffire U training process will leave you feeling like an expert!

- **Provide unlimited support and fast responses to troubleshooting questions**

Saffire's goal is to answer your questions within 10 minutes!

"Partnering with Saffire for a new tourism website for the City of Navasota was one of the best decisions we've ever made. Our design is unique and managing this website is so user friendly that we've enjoyed the whole process, including the comprehensive training videos!"

Tiffany Byers

*Marketing & Events Coordinator
City of Navasota*

- **Saffire updates our software and hardware and release new components as new technology becomes available and adapts to future clients' needs and provide surveys to take client feedback.**

This is exactly what your licensing fee pays for (in addition to unlimited support)! We release new features every 6-12 weeks, so that you always love your website. (e.g., when Flash became outdated and when responsive became a best practice, our clients got these updates automatically.) See budget & fees section for more details.

Testing

Testing of site on all applicable platforms

This ensures that your website always works as promised!



Delivery

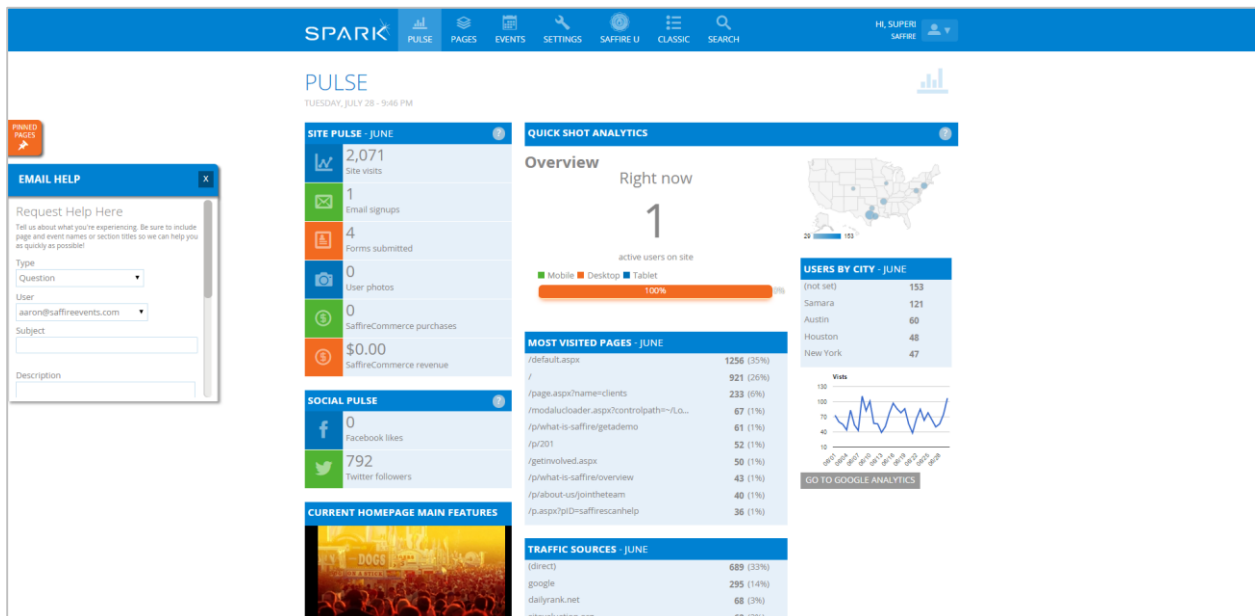
Hosting should be provided by consultant

This is part of your monthly fees, billed semi-annually. See budget & fees section for more details.

Tracking

Inclusion of a tool to track page visits, length of stay, top pages, exit pages, etc. Internal reporting only; tracking data or hit counters should not be displayed on the site.

Your Spark dashboard includes the most important pieces of information, but we also link to Google Analytics for full statistics reporting.





Company Profile, Qualifications & Project Management

COMPANY PROFILE

Since our company's inception in 1998, we've **worked with many global companies, including KEEN Footwear, Jeep, Panasonic, Intel, Nike, Chrysler and Frito Lay**. We've built many successful websites and marketing strategies, and have been fortunate to win numerous awards and change the lives of many clients.

We **introduced Saffire in 2009** and have added hundreds of clients to our platform, with a trajectory of continued growth. We've been told we have a "secret sauce" of a fantastic product paired with exceptional customer service, and we're thrilled to share it with industries we love.

Like most businesses, venues must appeal to younger audiences in order to thrive. Saffire understands the pieces to this puzzle and includes everything your organization needs to be successful online.

We also have **almost zero client attrition**, which reflects the quality of our product and second to none customer service, as well as our financial stability. We have never had a cash flow problem, a loan, or any other financial issue, with almost 20 years in business (and can provide more detail if needed).

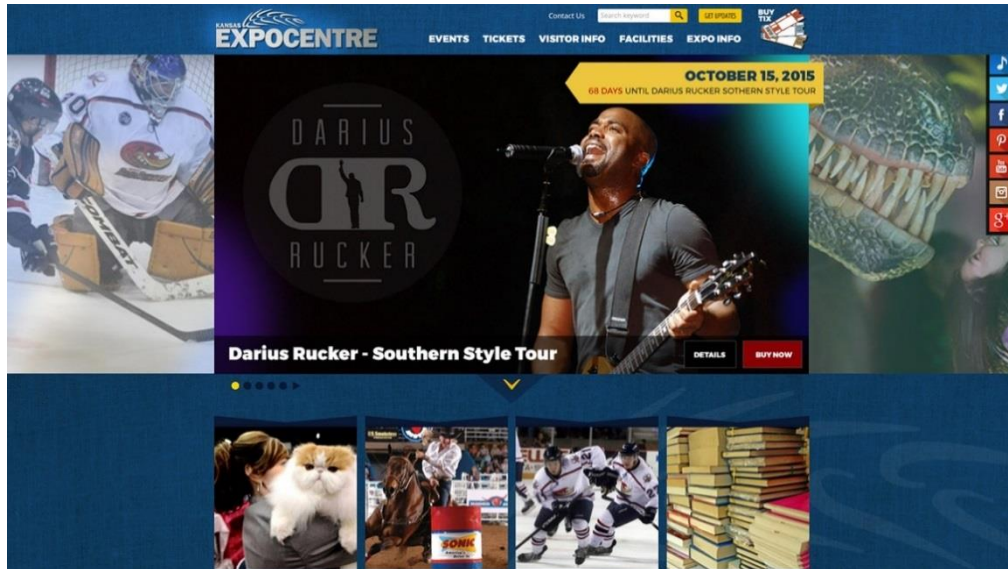
Saffire has been the recipient of **many industry awards**, including the prestigious Barham Award from Western Fairs Association, the top service provider award for this association, given for excellence in customer service, innovation and industry vision; and the Vendor of the Year from the Texas Festivals and Events Association. For more Saffire accolades, we invite you to please visit www.saffire.com/awards.

Comparable Websites

Saffire partners with hundreds of events, venues and destinations across the country. A client list can be viewed at www.saffire.com/clients. Here are a few samples & references:

Kansas Expocentre

www.ksexpo.com



"After building and administering our venue's website for the previous seven years, I was hesitant to turn it over to an outside developer. But Saffire isn't just a web development company. It's a team of real people with real passion for helping their clients. Cassie's personality paved the way for a great relationship, and the rest of the Saffire team proved to be just as energetic about our site renovation. Brandi quickly became a trusted guide and a true friend. She helped me clear some hurdles and kept me informed every step of the way.

Jeremy was the geek who made my ideas come to life and didn't blink when I started tweaking style elements and asking for visual adjustments down to the pixel. I think we all stretched our skills & talents a bit during this project, and in the end we have a site to be proud of. Thanks, Saffire."

Phil Thompson

Marketing Manager, Kansas Expocentre
1 Expocentre Dr, Topeka, KS 66612
PhilT@KsExpo.com | (785) 235-1986

Wings Event Center

www.wingseventcenter.com



“Thank you Saffire team for making our new website transition an amazing experience! We love the concept you've built. It's a great interface to work with, and there are so many possibilities that we're still learning new tricks every day. Thank you once again and we look forward to working with you in the future!”

Sarah Lee

Director of Marketing and Communications, Wings Event Center
 3600 Vanrick Dr. Kalamazoo, MI 49001
slee@ghgkz.com | (269) 226-3151

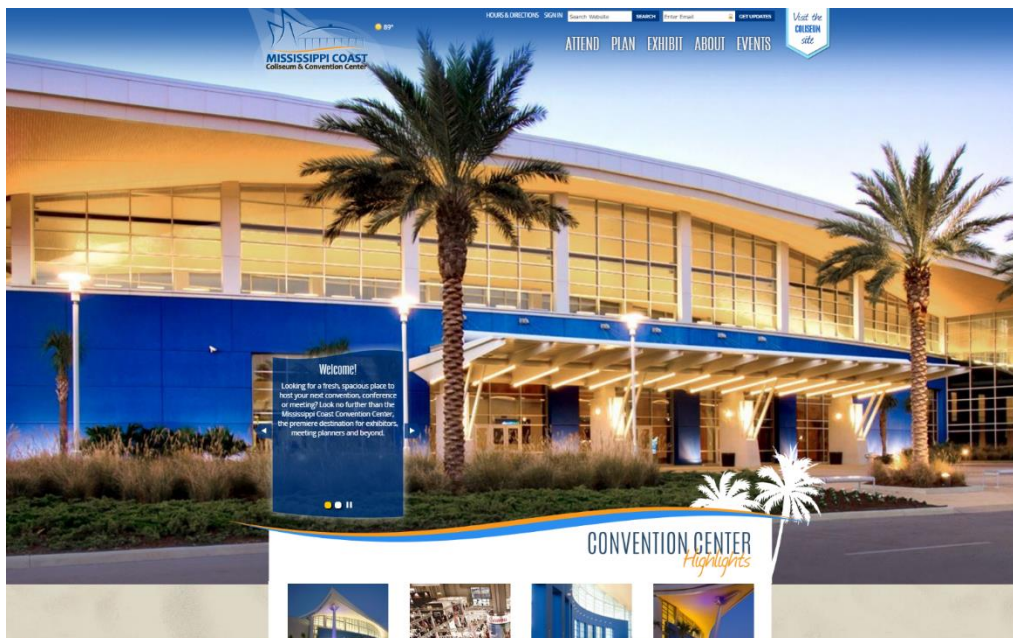
Mississippi Coast Coliseum & Mississippi Coast Convention Center

www.mscoastcoliseum.com



www.mscoastconventioncenter.com

"I had



2 ugly

websites, and now I don't! The Saffire team understands the importance of beautifully functional websites as an event marketing tool and provides the necessary tools to create



them. From sales to service, the entire experience was professional and motivating. Now I have 2 amazing websites and I can't wait to show them off!"

Kendra Simpson

Event Marketing Manager, Mississippi Coast Coliseum and Convention Center
2350 Beach Blvd. Biloxi, Mississippi 39531
ksimpson@mscoastcoliseum.com | (228) 594-3710

Charleston Civic Center
www.charlestonwvciviccenter.com



"This website software, usability, and "cool functionality" has exceeded my expectations. I am excited to know that the product is dynamic and we will experience continued innovation with you. From the beginning, everyone on the team has provided exceptional customer service. During the training stage the team went above and beyond in answering questions late at night and over the weekends in a concise and understandable way. All action items and requests were taken care of immediately. I am so excited to move forward with our amazing partnership."

Anna Campbell

Charleston Civic Center
 200 Civic Center Drive Charleston, WV 25301
anna.campbell@charlestonwvciviccenter.com | (304) 356-0676

State Fair Park
www.statefairpark.org

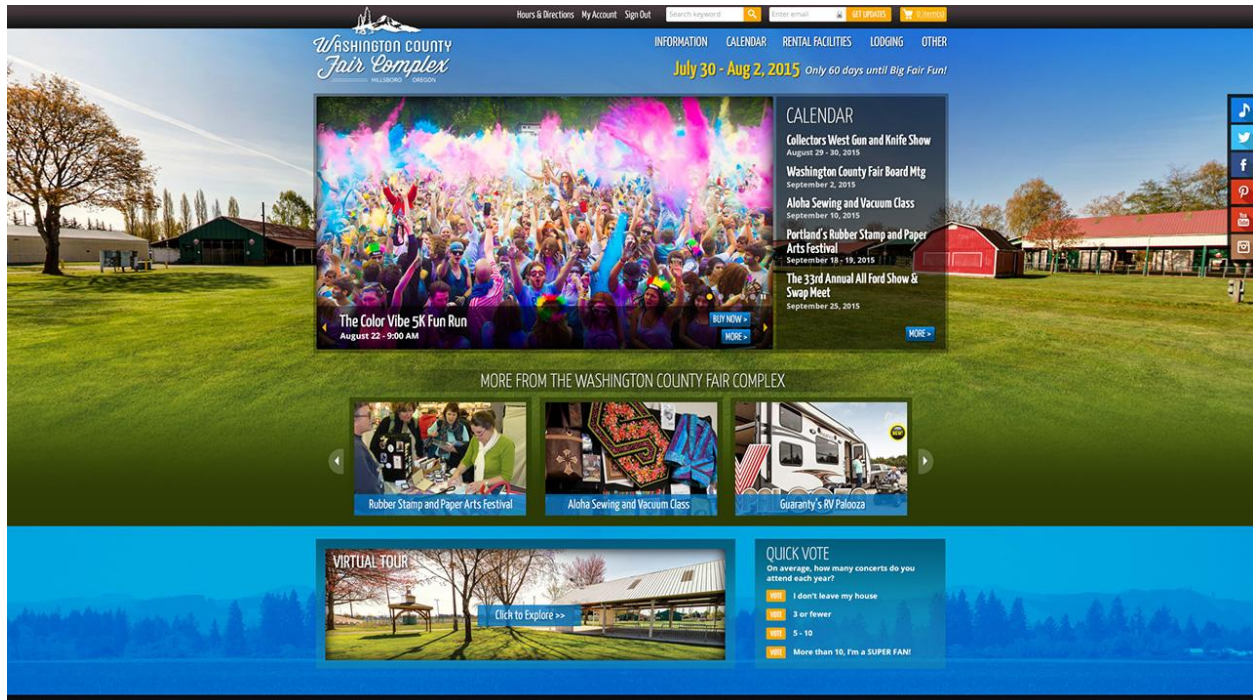


“Thank YOU Saffire for being so receptive, attentive, open and for your consistent direction and suggestions for us. I’m really, really proud (we all are) of our new site! What an amazing difference!”

Anne Moneymaker

Sales & Marketing Manager, State Fair Park
 1301 S. Fair Ave. Yakima, WA 98901
annem@fairfun.com | (509) 248-7160

Washington County Fair Complex, Oregon
www.faircomplex.com



“Saffire is a life-changer! Even if you already think being able to manage your own website would be great, you have no idea how great, and EASY, it really is until you work with Saffire. During the design process, they ask some great questions that force you to really think about your image and your brand, and for us, we got exactly the design we envisioned. The training is made so easy for you that, in no time at all, you are confident and making your website come to life. I am officially Saffire’s biggest fan!”

Lisa DuPre'

Marketing & Events Coordinator, Washington County Fair Complex
 873 NE 34th Avenue, Hillsboro. OR 97124
lisad@faircomplex.com | 503.648.1416

Testimonial Letters



May 7, 2016

Customer Reference – Saffire

To Whom It May Concern:

In 2013, my staff had the privilege of working with Cassie Roberts and Saffire on the realization and production of a brand new website for State Fair Park. Saffire listened to our thoughts, desires and priorities, and then put together several sample templates to help us visualize our plan and see the future benefit to our fair. Saffire was with us every step of the way, whether it was with additional suggestions, information, answers or education.

Saffire not only goes above and beyond in the original construction of a website, but continues to do so every step of the way. Since our website's inception, we have received monthly Google Analytics Reports, webinar opportunities and updates. Not to mention, Saffire is an attentive partner – we receive emails and phone calls inquiring about our website and ensuring our continued satisfaction. We are often asked, what else do we need or what more would we like to see, however when my staff does finally come up with a new idea, Saffire already has it past the idea stage, in the project stage and quickly moving towards production.

Saffire does not stand still; they are not complacent or satisfied with how things are. Saffire is always moving forward, bringing bigger and better to their clients.

I think what I appreciate most about Saffire, is the simplicity and ease of their program. From day one, and the help of a few Saffire YouTube videos, our new website was simplicity, with the benefit of looking incredible. There is almost nothing you can't do!

I look forward to many continued years as a Saffire client, and would highly recommend Saffire to any company in need of their website talent and abilities. I'm available for further discussion.

Sincerely,



Gregory G. Stewart
President & General Manager

STATE FAIR PARK

Home of Central Washington's State Fair
and the Yakima Valley SunDome
Phone: (509) 248-7160 x111



Central Washington State Fair

Yakima Valley SunDome



1301 S. Fair Ave. · Yakima, Washington 98901 · tel: 509.248.7160 · fax: 509.248.8093 · www.fairfun.com · cwsf@fairfun.com



1001 Beulah Avenue
Pueblo, Colorado 81004

May 16, 2016

To whom it may concern,

I would like to provide my highest recommendation for website development and management services by Saffire. The Colorado State Fair has been a Saffire client, or part of the "Saffire family", since 2012, and we haven't looked back. Their team is very familiar with the nature of our business, being event oriented and the time sensitivity that may come with issues that may occur. I've had them answer a help desk as late as midnight. To say the least, their customer service is second to none.

Our initial website launched very quickly, with development only taking about eight weeks. We had the support of the Saffire team the entire way with one team member even coming to our location and working with staff on an individual basis to alleviate any concerns they may have had in transitioning to a new website. A year after we launched the new site, they came to us and wanted to make some changes as they felt they had a unique idea that fit our brand a lot better. We went with the new design ideas and Saffire made that transition easy as well! Saffire continuously adds new features, keeping up with the latest trends in web development. It's a comfort to know our website will never be "outdated".

In addition, their continued education on topics such as social media, digital marketing, cybersecurity and others is useful tool for our staff and comes with a sense of security knowing their recommendations are tried and true from their staff.

We really can't say enough good things about Saffire. I would be more than happy to share any additional experiences with you. Please feel free to contact me with any questions.

Sincerely,



Dani Traweek

Event Marketing & Sponsorship Director
Colorado State Fair & Rodeo

dani.traweek@state.co.us
P (719) 404-2013 ♦ F (719) 404-2052 ♦ C (719) 924-0061

DELAWARE STATE FAIR, INC.
18500 S. DuPont Highway
P. O. BOX 28
HARRINGTON, DE 19952-0028



PHONE: (302) 398-3269
FAX: (302) 398-5030
WEBSITE: www.delawarestatefair.com
E-MAIL: info@thestatefair.net

Greetings from the Delaware State Fair,


If you are receiving this letter you must be going through the unenviable task of building or rebuilding your event's website. I can remember going through our RFP process and feeling very nervous about selecting the right company to help grow our Brand and communicate to our valued Fair customers. With a two person marketing staff we had to have something that was user friendly and did not require us becoming HTML code writers. Going through the selection process I have to say one company stood out from the firms we interviewed.

Saffire's web development and platform services. The Delaware State Fair has been a Saffire client since late 2012. We enjoyed the experience so much that we actually got a second website from their team in 2015 for our fairgrounds! Both of our unique websites look fantastic and are easy for our customers to navigate. We even won 1st place for our site at the 2015 IAFE Convention!

The Saffire platform provides a simple, integrated interface for myself and our staff to have full independence when managing our content, plus it is much more user-friendly than other platforms such as WordPress. When we have questions, the Saffire team is extremely responsive via phone and email. Let me stress this point again, any of the Saffire team members have been amazing to work with and **responsive** to helping us learn and grow.

However, what makes Saffire more qualified for the job than any other company is their commitment to the fair industry. Many features of the software are developed specifically for fairs and facilities like ours, and you will not find another platform that is so advanced to an event's specific needs. The staff attends industry events and hears our voice when developing new features. Saffire is a true partner to the Delaware State Fair, and I would whole heartedly recommend them for your project as well! If you have any further questions please feel free to reach out to me at danny@thestatefair.net or 302.398.5903

Best of luck,



Danny R. Aguilar
Assistant General Manager & Director of Marketing
The Delaware State Fair, Inc



May 12, 2016

To Whom It May Concern:

I am pleased to extend my recommendation of Saffire and their website development services. Within the last year, we launched two websites with the Saffire team, for both the New Mexico State Fair and EXPO New Mexico, our year-round events center and we are extremely happy with the results! Our website is dynamic, user-friendly and unique. The turnaround time from conception to completion was quick and delivered on time. We have found that Saffire's built in forms are of great value to us in the many different areas in which we seek feedback from our customers.

Saffire is always very responsive to our needs when we require technical support. We consider it an asset that we can update our own website, but it gives us peace of mind to know that we have a strong team to call upon as needed. They are always helpful and quick to respond to our questions.

Saffire is a great partner for website management within the industry. We are confident in our decision to partner with Saffire, and would recommend their services without hesitation.

Best regards,



Dan Mourning
General Manager

300 San Pedro Drive NE,
Albuquerque, NM 87108
505-222-9700

Mailing Address
P.O. Box 8546
Albuquerque, NM 87198



Experience with Venue Organizations

Since the very first Saffire website, creating a platform that works in the venue space has been a goal. We program features with the specific needs of this industry in mind. We ask our current clients what features they would like to see in the platform, taking input from real people like you using the software!

"The Saffire team is always available to answer questions, guide us in the process and give us feedback on the things we are doing. In a business that is different than any other it is so wonderful to work with a company that understands what we do and can give us the tools to manage our webpage correctly."

Brandy Haupt

Lodi Grape Festival

Organizational Capabilities

Our company was founded in 1998, and it has been owned by the same three partners since 2000. We're a well-oiled machine with extensive experience getting websites out the door. Chances are, whatever challenge you are facing with your website and ticketing, we have seen it before and have the expertise to help.

Partners

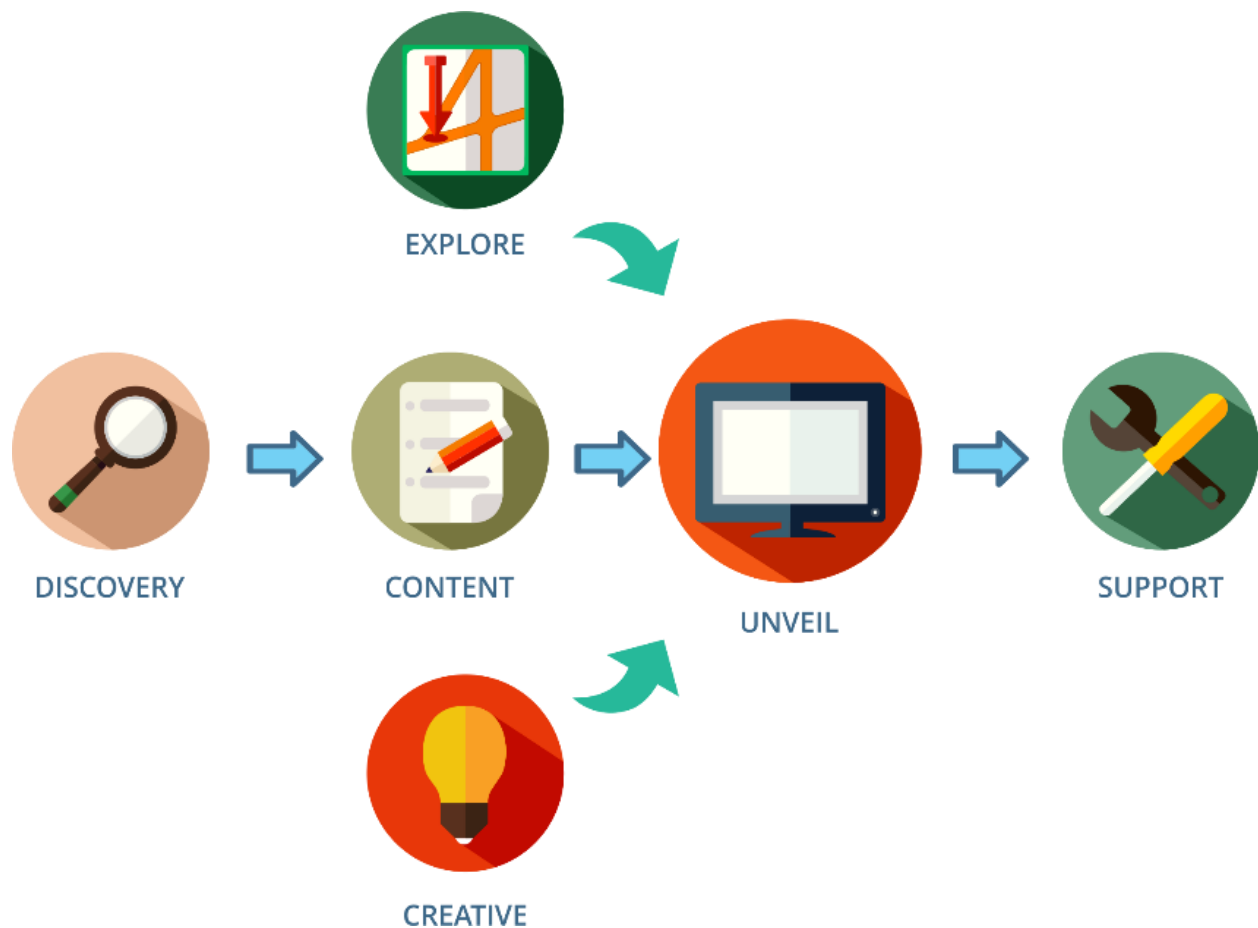
Name	Title	Contact Info
Kendra Wright	President	kendra@saffire.com
Aaron Pederson	Partner, Operations Director	aaron@saffire.com
Jeremy Emerson	Partner, Creative Director	jeremy@saffire.com

Saffire employs almost 20 full-time employees as of January 1, 2016 at our offices in Austin, TX and Portland, OR. These are the key staff members that would be assigned to your project. All have many years of experience both in web development & with Saffire specifically.

Name	Type Of Production	Years Of Service	Contact Info
Chris Lugar	Senior Production Engineer	11	chris@saffire.com
Daniel Bunn	Production Engineer	4	dan@saffire.com

Project Management Process

One reason Saffire websites are so easy to launch is because we have the capability and resources to **manage your training, content entry and creative for your site at the same time**. Here is a visual representation of your timeline to launch, followed



by an explanation for each of the phases:

Discovery Phase

The first thing we do is **have a kick-off meeting** to take care of housekeeping items, talk about the process, get to know each other and answer any questions you may have about Saffire.



Then we **have a design meeting**, where we listen to your hopes and dreams and find inspiration for the Creative Phase of the project.

Explore Phase

Next, we **gather and organize the content** for your new website, including the development of a site map. We begin our fine-tuned, eight-week training program called Saffire U. During these weeks, we break down the elements of a great website into digestible sections, and we have a weekly meeting to answer questions and make sure we stay on track. You also have unlimited support any time you are working on your own, via phone or email.

Content Phase

In this phase, you begin populating content on your new site, or you may enlist Saffire's expert help for content migration depending on preferences and budget. **You are able to move extremely quickly**, because we give you a "starter site" following your kick-off meeting, where content can be migrated while your old website is still live. This starter site is like a **staging area**, where content can be entered, but no one in the general public will be able to view your final content before your approval.

Creative Phase

The Creative Phase is where we **make your website beautiful**. This phase is concurrent with the Explore phase, resulting in **a site launch that is at lightning speed**. Sometime during the launch period of your site, we "paint" your starter site with your website design. (It's like magic!)

Launch Phase

Finally, your site navigation is set, your content is populated and your design is unique and beautiful. The last week is for tweaks. We help you make sure your site is beautiful and ready for prime time with our stringent testing plan. Then when you're ready, **we pull the trigger and launch your new website!**

Training

We have a detailed training system, **Saffire U, that is available to you forever. Training is typically an eight-week process to launch your website.** We have broken up what we feel makes a successful website into eight sections, and we provide lessons and videos for each step of the training process. For each lesson, there is a “Learn It” button that plays a video tutorial, and a “Do It” button that takes you directly to the page where you can do what you just learned.

Every week, you get an email outlining what you accomplished and what is next in training. Our most successful clients spend a few hours a week watching videos and entering content on their site (actual time is highly dependent on how much content there is).

As mentioned, your weekly meeting during your launch allows us to cover any questions you may have. As Saffire adds new features, we also add to our training database! You can continue learning from Saffire U even after you launch your website!

Support

Once you are part of the Saffire family, we provide ongoing support and maintenance of your site as long as you choose to stay (which we know will be forever)! **All our support is unlimited at no additional charge**, so you can contact us anytime you need help.

Our support is available by phone, email and chat; you can send us a message from any page on your Spark dashboard, and it will be texted and emailed to 7 people. Our goal is to answer you within 10 minutes. We are serious about our support!

If you require travel to your location, we request that you cover all travel-related fees and a \$300/day on-site support fee.

“I think the world of Saffire - best responsiveness I’ve ever had! The support and coaching team listens to my needs, keeps me updated on projects, makes quick turnarounds and ultimately has my best interests at heart. I know we’re in good hands with Saffire’s continuous improvement to Spark and amazing customer support!”

Dawn Miller,
Tourism & Sports Supervisor



Security Measures

Saffire has a **very secure system to host your website**, including:

- Cisco physical firewall, only web ports open to public
- Sophos anti-virus on all systems, continuous scan and signature file updates
- Encrypted data storage for added security against fraud
- Keycard protocols, biometric scanning protocols, and around-the-clock interior and exterior surveillance
- Access limited to authorized data center personnel; no one else can enter the production area without prior clearance and appropriate escort
- Every data center employee undergoes multiple and thorough background security checks before hire

We are happy to set up a meeting to talk specifically about security if you wish.

Timeframe for Completion

Saffire generally launches your website approximately 8-10 weeks following the kick-off meeting. Almost all websites are launched within 10 weeks, and we have launched as quickly as 6 weeks. Optional integrations are added onto this timeline. *(See Sample Project Plan for details.)*

Web Hosting Capabilities

Here is more detailed information on our hosting services:

Network

- Dedicated to our customers' hosting needs only
- Always high-performance bandwidth
- 9 network providers, for multiple redundancies
- Fiber carriers enter at disparate points to guard against failure
- Network topology and configuration automatically improves in real time
- Configuration, co-developed with Cisco, guards against single points of failure at the shared network level (extendable to your VLAN environment)

Precision Environment

- N+1 redundant HVAC (Heating Ventilation Air Conditioning) system, ensuring duplicate system immediately comes online should there be an HVAC system failure
- Every 90 seconds, all air is circulated and filtered to remove dust and contaminants
- Advanced fire suppression systems

Core Routing Equipment

- Fully redundant, enterprise-class routing equipment only
- Fiber carriers enter at disparate points to guard against service failure



Saffire Budget & Fees

Saffire has a combination of an initial setup fee & design fee, and ongoing licensing and hosting fees.

INITIAL FEE

PLATFORM SETUP FEE

\$4,000

- Your complete website, mobile site and tablet site
- Content management system, including forms management
- All setup, training unlimited support while launching your website

DESIGN FEE

CUSTOM WEBSITE THEME DESIGN

\$1,500

Saffire creates new website design including:

- Choice of several homepage layouts, which can be customized as desired
- Develop fonts, colors and styles based on desired brand personality
- Photography selection and potential enhancements as needed
- Potential for custom design elements, background and illustration (limited)
- Inclusion of stock photography to help fill site features
- All web design elements provided to use in other marketing materials

Design includes one round of revisions (as well as a second round of tweaks, if needed). Additional rounds of revisions for all options are approximately \$300 each. Saffire will advise on revision charges and get approval before proceeding.



ONGOING FEES

MONTHLY LICENSING FEE

\$125

Our goal is for Saffire to continue to keep your site “fresh” for years to come. Licensing covers at least quarterly updates to your site features, maintenance as needed, ongoing training and unlimited support whenever you need it and frequent server scans to make sure your site has the highest level of security. All this will ensure you never again have the upheaval of switching providers.

MONTHLY SITE HOSTING FEE

\$75

Your site hosted on secure server at Rackspace, an international hosting company, as well as any help you need managing your server. We have 24/7 phone support with Rackspace, in case there is ever an issue with your server, and it is only Saffire clients on your server.



Optional Fees for Additional Functionality

The following services are completely optional and can be added at any time, either at the start of the website project or down the road.

DATA MANAGEMENT

CONTENT MIGRATION

\$1,500

Saffire will transfer your content from your existing website to your new site for a one-time fee.

MARKETING COMMUNICATION

Saffire is already compatible with several other email providers, and can integrate with these systems: Bronto, Constant Contact, MailChimp, Magnet Mail

Saffire can integrate with your custom email provider for a one-time fee of \$500.

BULK TEXT MESSAGING USING SAFFIRETEXT™

Starting at **\$12/month**

SaffireText™ starts at \$12 per month for unlimited texts based on the number of cell phone numbers you have. We help you build your texting list by including a signup on every page of your Saffire website. Full pricing for this service is shown below.

# of Cell Numbers	Price Per Month
Setup	INCLUDED WITH SAFFIRE
1- 100	\$12
101- 500	\$25
501-2,000	\$99
2,001-5,000	\$250
5,001-10,000	\$500



ECOMMERCE

TRANSACTIONS USING BUILT-IN SAFFIRECOMMERCE™

\$.50/ITEM

Saffire allows you to sell through any ecommerce provider; this fee is only if you choose to use the built-in SaffireCommerce™ engine for ecommerce transactions. Distribution for these purchases may be by will call or mail.

TRANSACTIONS USING SAFFIRETIX™ TICKETING PLATFORM

SaffireTix combines three points of sale into one handy system with comprehensive, real-time reporting via desktop or mobile device:

- Online, print-at-home tickets you can scan at the gate (with an Apple device, which we can provide)
- Advance sales with hard tickets or QR stickers you can place on your own tickets
- Gate sales so you can sell tickets from your box office via cash and credit card

**Note: Our ecommerce transactions are processed through PayPal Pro or Authorize.net*

SAFFIRETIX TICKETING SET UP

NO CHARGE FOR SAFFIRE CUSTOMERS

- Installation of SaffireTix on your website
- SaffireTix U training and documentation
- Integration of ticketing and shopping cart pages into your website
- Ecommerce audit to make sure all items are set up correctly and promoted throughout your website



ONLINE TICKET SALES

Online fees are based on the cost of your ticket(s)*:

Price	Fee/Ticket Sold
\$0 - \$9.99	\$1.00
\$10.00 - \$24.99	\$1.50
\$25.00 - \$74.99	\$2.00
\$75.00 & up	\$3.00

**Note: You will also have online merchant fees, which cover getting your online revenue put into your bank account, from PayPal Pro. With SaffireTix, your monthly fee is waived, and the processing charge is 2.2% + \$0.30/transaction for Visa, MasterCard and Discover, or 3.5% for American Express. Most clients charge a convenience fee that covers these costs.*

Let us know if you'd like pricing for advanced or gate SaffireTix sales or device rentals, and we're happy to provide it!

Sample Project Schedule

The following is an example production & implementation plan, based on a sample client project start date of June 6, 2016. Weekend days are excluded as production and implementation dates. The client is assumed in attendance at all relevant meetings & training sessions, which are conducted via phone and screen sharing software unless otherwise requested to be in person, for which special arrangements will be made.

Example Client - Start 4/1/2016 Proposed Launch: 6/1/2016		
TASK	DATE	WHO
Schedule Kick-Off Meeting	6/6/2016	Brandi
Conduct Kick-Off Meeting	6/8/2016	Brandi
Schedule Weekly Training Meetings (to be executed at least once weekly through website launch)	6/8/2016	Brandi
Send Kick Off Meeting notes to programming team to create Starter Site	6/8/2016	Brandi /Chris
Schedule Layout & Design Meeting	6/8/2016	Brandi
Starter Site Delivered	6/10/2016	Chris
Conduct Layout and Design Meeting	6/9/2016 – 6/17/2016	Brandi /Jeremy
Deliver Design	6/28/2016	Brandi /Jeremy
Design Revisions-1st Round (Design Changes)	7/1/2016	Client
Deliver Revised Design	7/6/2016	Brandi /Jeremy



Design Revisions- 2nd Round (Design Tweaks)	7/8/2016	Client
Deliver Finalized Design	7/12/2016	Brandi /Jeremy
Slate Design for Production	7/13/2016	Brandi /Chris/Dan
Design Applied to Starter Site	8/2/2016	Chris
Final testing and implementation of launch checklist	8/5/2016	Brandi /Chris
Go Live Date	8/7/2016	Chris/ Brandi
Testing performed on the website in a live environment	8/7/2016	Chris
Post launch meeting	8/8/2016	Brandi

Note: This timeline is based on a “perfect” and standard project. As with most projects of all natures, vacations, unforeseen illnesses/delays from all parties involved, plus unforeseen technology difficulties will affect the timeline.

Some clients request more time to review designs, have more content which requires more time to migrate, etc. Each client will receive a custom timeline based on these factors, falling within an 8-10 week window from start to finish.

SAFFIRE SERVICE AGREEMENT

This agreement ("Agreement") is entered into, to be effective as of **AUGUST 17, 2016** ("Effective Date"), by and between **WILLIAMSON COUNTY EXPOSITION CENTER** ("Client") and SAFFIRE™ ("Service Provider"), with its principal place of business located in Austin, Texas, USA.

RECITALS

WHEREAS, Client requests hosted third-party "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Client requested from Service Provider to perform Services on behalf of Client;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Client has selected Service Provider to manage and provide the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and that the security and availability of Client's data ("Client Data," as further described herein) are critical to the operation of Client's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Client, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. SERVICES PROVIDED

- 1.1 Purpose; Term. This Agreement sets forth the terms and conditions under which Service Provider agrees to license hosted "software as a service" and provide all other services, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for Client's productive use of such software (the "Services"). The Agreement shall remain in effect unless terminated as provided herein.
- 1.2 Control of Services. The method and means of providing the Services shall be under the exclusive control, management and supervision of Service Provider, giving due consideration to the requests of Client.
- 1.3 Backup and Recovery of Client Data. As a part of the Services, Service Provider is responsible for maintaining a backup of Client Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Service Provider shall maintain a contemporaneous backup of Client Data that can be recovered within twenty four (24) hours at any point in time. Additionally, Service Provider shall store a backup of Client Data in an off-site "hardened" facility no less than daily, maintaining the security of Client Data, the security requirements of which are further described herein.
- 1.4 Change Control Procedure. Client may request custom application features and support beyond the scope of standard functionality, including but not limited to: 1) the import of Client data, 2) unique functional features within customer, partner, or administrative applications, 3) unique design elements and/or 4) real-time or scheduled integration with external systems maintained by Client or other parties acting on behalf of Client. If Client requests customized functionality, Client shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request,

Service Provider shall notify Client whether or not the change has an associated cost impact. If Client approves, Client shall provide approval in writing, which will be executed by the Service Provider. Client shall have the right to decrease the scope and the fee for proposed changes and fees will be reduced accordingly.

2. ANNUAL LICENSE AND PAYMENTS

2.1 Term. Unless this Agreement is terminated earlier in accordance with the terms set forth in the next Section, the term of a Proposal (the "Initial Term") shall commence on the Effective Date and be for one year, and will automatically renew for successive one-year terms (each, a "Renewal Term") until such time as Client provides Service Provider with written notice of termination.

2.2 Fees. In consideration for Services Provided, Client agrees to pay Service Provider an initial sum of **\$5700, including \$4000 for initial setup, \$1500 for design**, logo enhancement and branding and **\$200 for prorated annual licensing and hosting through September 30, 2016**. On October 1, 2016, **\$2400 for licensing and hosting through September 30, 2017 will be invoiced**. Thereafter, a monthly fee of **\$125 for licensing and \$75 for hosting Saffire**, will be billed annually, on September 1 of each year, due net 30.

2.3 Payment Terms. The initial sum described in section 2.2 will be paid as follows: The first invoice will be ½ the setup fee, ½ the design fee and hosting & licensing for September, invoiced and due upon delivery of starter site. The first invoice will total \$2950 (\$2000+\$750+\$200). The second invoice will be ½ the setup fee and ½ the design fee, invoiced upon site launch, and due net 30. The second invoice will total \$2750 (\$2000+\$750). The third invoice, sent October 1, 2016 will cover licensing and hosting through September 30, 2017, which will be \$2400. Invoices for licensing and hosting fees thereafter will be sent on October 1, of each calendar year, due net 30.

2.4 Optional Fees.

YES NO Client will use SaffireText (used for bulk texting your customers)

YES NO Client will use SaffireCommerce (used for selling anything on website)

YES NO Client will use SaffireTix (used for selling print-at-home tickets you can scan at the gate)

2.5 Payment. Client will be invoiced by Service Provider at time of agreement. Client will pay by check payable to Saffire, unless otherwise noted. Online payment is available for a service charge of 2.9%.

2.6 Grace Period. Initial payment is due within 14 days of starter site delivery. Initial design comp will not be delivered until initial payment has been received. All other billing is net 30 days. If semi-annual payments are late, notice will given when 5 days late and a second reminder when 15 days late. Client website will be "turned off" when payment is 30 days past due until payment has been received.

3. CANCELING SERVICE. Client may cancel service at any time, provided, however, that: (a) such notice be given at least thirty (30) days prior to the last day of the existing term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. If cancellation occurs before the end of the Term, no reimbursement for unused service will occur.

- 3.1 Assistance. Provided that this Agreement has not been terminated by Service Provider due to Client's failure to pay Service Provider, Service Provider will provide to Client, at Client's sole cost and expense, assistance reasonably requested by Client in order to effect the orderly transition of the applicable Services to Client during the thirty (30) calendar day period prior to, and / or following, the termination of this Agreement.
- 3.2 Return of Materials. Upon expiration or earlier termination of this Agreement, Service Provider, within fourteen (14) date of termination of this Agreement, shall provide Client with a final export of the Client data. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

4. REPRESENTATIONS AND WARRANTIES.

- 4.1 Mutual Representations and Warranties. Each of Client and Service Provider represent and warrant that:
 - 4.1.1 This Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
 - 4.1.2 The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
 - 4.1.3 It shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.

5. APPLICATION AND CLIENT DATA OWNERSHIP.

- 5.1 Pre-existing Materials. Client acknowledges that, in the course of performing the Services, Service Provider uses software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.
- 5.2 Client Data. Service Provider acknowledges that, in the course of performing the Services, Service Provider uses data, logos, trademarks, information, text, images, website content and other materials unique to or developed by Client ("Client Data"). Service Provider agrees that Client Data remains the sole and exclusive property of Client.
- 5.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect the Pre-existing Materials or Client Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Pre-existing Materials or Client Data.
- 5.4 The provisions of this Section shall survive the termination of this Agreement.

6. OTHER TERMS.

- 6.1 Relationship between Client and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for Client or in any way to bind or to commit Client to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Client. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Client.
- 6.2 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder.
- 6.3 Force Majeure. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance.
- 6.4 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by email to the person named at the end of this Agreement, or as changed through written notice to the other party.
- 6.5 Counterparts; Digital Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a digital signature may substitute for and have the same legal effect as the original signature.
- 6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Client and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties.
- 6.7 Confidentiality. The parties agree the terms of this agreement are confidential, except where prohibited by law.

Executed on the dates set forth below by the undersigned authorized representatives of the parties to be effective as of the Effective Date.

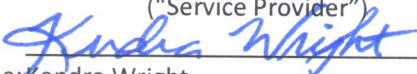
CLIENT
("Client")

By: _____
Name: _____
Title: _____

Client Name: Williamson County Exposition Center

SAFFIRE

("Service Provider")

By:  _____
Name: Kendra Wright
Title: President

Service Provider: Saffire

Date: _____

Contact Information for Notice:

Email: _____

Mailing Address: _____

Date: 8/10/16 _____

Contact Information for Notice:

Email: info@saffire.com

Mailing Address: 248 Addie Roy Rd.

Suite B-106

Austin, TX 78746

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

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

Saffire, LLC
 Austin, TX United States

Certificate Number:
 2016-97596

Date Filed:
 08/10/2016

Date Acknowledged:

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

Williamson County Exposition Center

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.

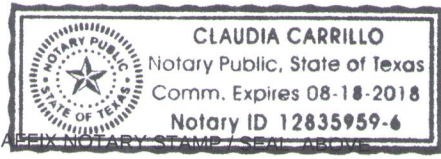
Website Design
 Website design & SAAS package

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Saffire, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

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

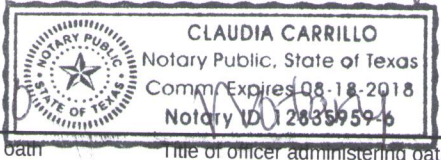


Cassie Roberts
 Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Cassie Roberts, this the 10th day of August, 2016, to certify which, witness my hand and seal of office.

[Signature]
 Signature of officer administering oath

Claudia Carrillo
 Printed name of officer administering oath



THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**STANDARD
SERVICES CONTRACT
(Website Design for
Exposition 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 Saffire, (hereinafter “Service Provider”), located at 248 Addie Roy Rd, B106, Austin, Texas 78746. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Proposal/Statement of Work, dated June 23, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full.

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

VI.

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

- 1. As described in the attached Statement of Work, which is marked Exhibit**

“A” and incorporated herein as if copied in full; and

- 2. Saffire Service Agreement, which is marked Exhibit “B” and incorporated herein as if copied in full.**

VII.

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

- 1. As described in the attached Statement of Work, which is marked Exhibit “A” and incorporated herein as if copied in full; and**
- 2. Saffire Service Agreement, which is marked Exhibit “B” 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.

VIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this agreement.

IX.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

X.

Termination: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

XIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XV.

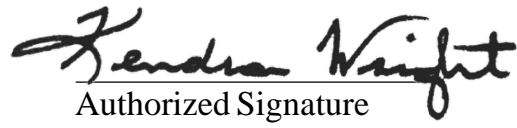
County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this the 10 day of August, 2016.

WILLIAMSON COUNTY:

SERVICE PROVIDER:

Authorized Signature


Authorized Signature

Exhibits “A” & “B”

Commissioners Court - Regular Session

50.

Meeting Date: 08/16/2016

Sheriff Office Budget Amendment 08-16-2016

Submitted For: Melanie Denny

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Sheriff:

Background

To recognize insurance proceeds and the associated expenditures related to the total loss of a county vehicle. In conjunction with county funds, the proceeds will be used to replace unit #SB 1204.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Reimbursements	\$14,975.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 09:55 AM

Started On: 08/10/2016 02:11 PM

Commissioners Court - Regular Session

51.

Meeting Date: 08/16/2016

Sheriff Office Budget Amendment 08-16-2016

Submitted For: Melanie Denny

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional expenditures for the County Sheriff:

Background

To recognize insurance proceeds and the associated expenditures related to the total loss of a county vehicle. In conjunction with county funds, the proceeds will be used to replace unit #SB 1204.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.005700	Vehicles > \$5,000	\$14,975.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 09:55 AM

Started On: 08/10/2016 02:15 PM

Commissioners Court - Regular Session

52.

Meeting Date: 08/16/2016

Economic Development

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

- a) Business prospect(s) that may locate or expand within Williamson County.
- b) Discuss Pearson Road District.
- c) Discuss North Woods Road District.
- d) Discuss Kaufman Loop.
- e) Discuss Project Deliver
- f) Project Fiji
- g) Leander Medical Center
- h) Leander/Reagan TIRZ

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 08/11/2016

Reviewed By

Rebecca Clemons

Date

08/11/2016 09:55 AM

Started On: 08/11/2016 09:48 AM

Commissioners Court - Regular Session

53.

Meeting Date: 08/16/2016

Executive Session

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

- a) Discuss proposed acquisition of property for right-of-way for SH 195
- b) Discuss proposed acquisition of property for proposed SH 29 project.
- c) Discuss proposed acquisition of property for SW 183 and SH 29 Loop.
- d) Discuss possible acquisition of property with endangered species for mitigation purposes.
- e) Discuss the acquisition of real property: 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.
- v) Discuss the acquisition of real property on on FM 972 (Self tract).

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

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