NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
NOVEMBER 1ST, 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 – 12)

5. Discuss, consider and take appropriate action on a line item transfer for Constable Precinct 2.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0552-003005	Office Equipment	$871.34
TO	0100-0552-001114	Certification	$720.00
TO	0100-0552-002010	FICA	$55.08
TO	0100-0552-002020	Retirement	$96.26

6. Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004999	Miscellaneous	$500.00
From	0100-0499-003120	Printer Supplies	$4300.00
To	0100-0499-004505	Software maintenance	$4800.00

7. Discuss, consider and take appropriate action on approving the Investment Report for the Quarter ending September 30, 2016 which was approved by the Investment Committee on October 24, 2016.

8. Discuss, consider and take appropriate action on authoring the disposal of various county assets through auction including (2) Chairs, (1) Table, (2) Fax machines, (22) Computers, (9) Monitors, (2) Monitors with speakers, (1) Monitor stand, (4) Computer Keyboards, (6) Computer Mice, (2) Docking stations, (5) Computer Battery packs, (5) Laptop bags, (1) Mp3 player, (1) LG Cell phone, (1) Space heater, (3) Calculators, (1) Printer, (3) Phone cords, (2) Boxes of Misc.cords, (11) Switch's, (1) Box of memory sticks, (1) Router, (3) Tape Drive Boxes, (1) KVM, (3) Access points, (1) NAS Storage Unit, (1) Power connect, (1) Web Filter, (6) UPS's, (2) Servers, (1) Dishwasher (see attached lists) pursuant to Tx. Local Gov't code 263.152.

9. Discuss, consider and take appropriate action on authorizing the trade-in of various county assets, (2) Washing machines (see attached list) pursuant to Tx. Local Gov't Code 263.152(2).

10. Discuss, consider and take appropriate action on authorizing the inter-departmental transfer of (1) Currency Counter & Printer (see attached list) pursuant to Tx. Local Gov't code 263.152.

11. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

12. Discuss, consider and take appropriate action on approval of the replat for the Hidden Creek Estates Lots 1A - 6A subdivision - Pct 2.

REGULAR AGENDA

13. Williamson County would like to recognize Kenneth Schnell for his 22 years of outstanding dedication and service.

14. Discuss, consider, and take appropriate action on a proclamation to celebrate Small Business Saturday November 26, 2016.

15. Discuss, consider and take appropriate action on appointment of Marlene S. McMichael to the Williamson County and Cities Health District Board of Directors.

16. Discuss, consider and take any necessary action related to health and safety of county residents, including but not limited to: 1) receiving update and recommendations from the Williamson County and Cities Health District pertaining to the presence of West Nile Virus (WNV) in mosquitoes or any other health matter; 2) entering orders such as any affected disaster area declarations or making reasonable orders to impose additional disease control measures in any affected areas that are considers necessary and most appropriate to arrest, control, and eradicate a public health threat; 3) issuing any necessary notices to the public; and 4) making any budget transfers or ordering the use of any county property as needed under the commissioners court public health and safety authority.

17. Hear a report from Julie Kiley, of the Auditor's Office, regarding the Landfill Funds.

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

19. Discuss, consider, and take appropriate action regarding a Utility Reimbursement Agreement with PEC utility adjustments on Seward Junction Southwest, a Road Bond Project in Commissioner Pct. 2.

20. Discuss, consider, and take appropriate action regarding a Standard Reimbursement and Utility Joint Use Agreement with Oncor Electric for utility adjustments on CR 305 at IH 35 Bridge Replacement, a Road Bond Project in Commissioner Pct. 3.

21. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on North Mays Extension, a Road Bond Project in Commissioner Pct. 1.

22. Discuss, consider and take appropriate action on development agreement with Oldcastle Materials Texas Production Assets Company, LLC for the engineering, design and construction of the Seward Junction Southwest roadway connecting SH 29 to US 183.

23. Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for improvements to RM 620 Phase 2, a project area from just east of Wyoming Springs Drive to Deep Wood Drive.

24. Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for improvements to Pearson Ranch Road.

25. Discuss, consider, and take appropriate action on a Resolution for the Advance Funding Agreement with TxDOT regarding Brushy Creek Regional Trail Phase V.

26. Discuss, consider, and take appropriate action on an Advance Funding Agreement with TxDOT regarding Brushy Creek Regional Trail Phase V.

27. Discuss, consider and take appropriate action regarding approval and receipt of agreement for vehicle reimbursements during off-duty work conducted by Constable Pcts. 3 & 2, with Austin Materials Inc. DBA: Ramming Paving.

28. Discuss, consider, and take appropriate action on a resolution for Williamson Burnet County Opportunities.

29. Discuss, consider and take appropriate action on grant application for Texas Veterans Commission's Veterans Treatment Court Grant 2017-2018.

30. Discuss, consider, and take appropriate action on the approval and acceptance of FY16 Homeland Security Grant funds in the amount of $12,750. The project is for the purchase of an Annual HazMat Monitor Maintenance Service for the Hazardous Materials Response Team.

31. Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

32. Discuss, consider and take appropriate action on a Request for Authorization of Additional Classification and Rate in relation to a Laundry Supervisor for the T. Don Hutto Residential Facility.

33. Discuss, consider and take appropriate action on approving a part-time Case Manager position in JP4, funded by the JP4 Truancy Fund - Entity - 0369-0369.

34. Discuss, consider, and take appropriate action to approve a service agreement with Suddenlink for additional broadband to support county IT operations pursuant to Tex. Loc. Gov't Code § 262.024(a)(7)(C).

35. Discuss, consider, and take appropriate action to approve Addendum 1-A to the current agreement Suddenlink for additional broadband to support county IT operations pursuant to Tex. Loc. Gov't Code § 262.024(a)(7)(C).

36. Discuss, consider and take appropriate action on approving agreement for Decomposed Granite Gravel between Williamson County Parks Department and Klepzig, Inc. per City of Austin ILA contract IFB GLB0019 for an estimated total purchase amount of $58,800 ($2400 tons @$24.50 per ton City of Austin ILA contract pricing).

37. Discuss, consider and take appropriate action on approving purchase of 2 utility tractors for the Williamson County Road and Bridge Department per Buyboard Contract 447-14, for the total purchase amount of $94,977.08.

38. Discuss, consider and take appropriate action on approving elevator service between Williamson County Facilities and ThyssenKrupp Elevator for FY2017 per TCPN Contract R150801 for a total purchase amount of $56,483.23.

39. Discuss, consider and take appropriate action on approving purchase of one freightliner for Williamson County Road and Bridge per Buyboard Contract 430-13 for a total purchase of $182,775.65.

40. Discuss, consider and take appropriate action on approving the Lucas Device Agreement for the term of 10/01/2016 - 09/30/2020, with Physio Control, Inc.

41. Discuss, consider, and take any appropriate action to approve co-op purchases (BuyBoard Contract # 430-13) between Williamson County, Texas and Caldwell Country for (2) 2017 Chevy Tahoe PPV (1) 2017 Chevy Silverado (2) 2017 Chevy Tahoe SSV to support operations of Williamson County Sheriff's Office and Williamson County Office of Emergency Management.

42. Discuss, consider, and take appropriate action to approve co-op purchases (HGAC Contract # VE11-15) between Williamson County, Texas and Sam Pack's Five Star Ford for (1) 2017 Ford Police Interceptor - Utility to support the operations of Williamson County EMS.

43. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for RFQ 1610-118 for engineering services for Transportation Corridor A1 Development.

44. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for engineering services for Transportation Corridor C Development RFQ 1610-119.

45. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for RFQ1610-121 for engineering services for Transportation Corridor E1 from FM 1660 to Chandler Road.

46. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for RFQ 1610-122 for engineering services for Transportation Corridor F Development.

47. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for RFQ 1610-123 for engineering services for Transportation Corridor H Development.

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)."

48. 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) Project Fiji
e) Leander Medical Center
f) Project Monkey

49. 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 Mays St. Extension
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: 183/Whitewing Right of Way
f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
g) Discuss the acquisition of real property: CR 111
h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
i) Discuss the acquisition of real property: landfill properties
j) Discuss the acquisition of real property: Inner Loop.
k) Discuss the acquisition of real property for County Facilities.
l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
m) Discuss the acquisition of real property on CR 305.
n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
o) Discuss the acquisition of real property: Arterial H
p) Discuss the acquisition of easements on the Forest North project.
q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.

B. Property or Real Estate owned by Williamson County
1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible sale of 183 A excess right of way
c) Discuss proposed sale of real estate of Blue Springs Blvd

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

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.

50. 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) 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.
y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

51. 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).

52. 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)

53. Discuss and take appropriate action concerning economic development matters.

54. Discuss and take appropriate action concerning real estate.

55. 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) 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.
y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

56. 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.

57. 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: 11/01/2016

Line Item Transfer

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

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Constable Precinct 2.

Background

This is a new officer who obtained his certification earlier than anticipated.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0552-003005	Office Equipment	$871.34
TO	0100-0552-001114	Certification	$720.00
TO	0100-0552-002010	FICA	$55.08
TO	0100-0552-002020	Retirement	$96.26

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/25/2016 04:08 PM
Budget Office	Ashlie Koenig	10/26/2016 09:36 AM

Form Started By: Kathy Pierce Started On: 10/25/2016 02:19 PM

Final Approval Date: 10/26/2016

Commissioners Court - Regular Session 6.

Meeting Date: 11/01/2016

Line item transfer

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

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor/Collector's Office.

Background

This line item transfer is requested for additional costs involved with the Wait Anywhere/Call Ahead Queuing system that is operational through the Nemo-Q system. The costs incurred will provide continual coverage for the entire fiscal year and includes all the Tax Assessor/Collectors offices. This system allows customers to set up a same day appointment online in order to avoid a long waiting period. With this feature it allows the public to be served more efficiently and quickly with their registration or payments by the Tax Office personnel.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0499-004999	Miscellaneous	$500.00
From	0100-0499-003120	Printer Supplies	$4300.00
To	0100-0499-004505	Software maintenance	$4800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/25/2016 04:08 PM
Budget Office	Ashlie Koenig	10/26/2016 09:35 AM

Form Started By: Judy Kocian Started On: 10/25/2016 09:28 AM

Final Approval Date: 10/26/2016

Commissioners Court - Regular Session 7.

Meeting Date: 11/01/2016

Quarterly Investment Report

Submitted For: Jerri Jones Submitted By: Jerri Jones, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Investment Report for the Quarter ending September 30, 2016 which was approved by the Investment Committee on October 24, 2016.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

4th Quarter Investment Committee Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/26/2016 08:05 AM
Form Started By: Jerri Jones		Started On: 10/25/2016 04:33 PM
Final Approval Date: 10/26/2016		

WILLIAMSON COUNTY INVESTMENT COMMITTEE
MEETING AGENDA
Tax Assessor Conference Room
904 Main Street

4th Quarter Review
October 24, 2016

1. Acknowledge Minutes from the August 1, 2016 meeting. If no corrections, stand approved as written.

2. Investment Training Hours Update

3. Review Tax Assessor Annual Interest Report for FY 2016

4. Review/Approve Investment Report for 4th Quarter 2016

5. Economic Review

6. Other Items

7. Adjourn

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

August 1, 2016

1:30 PM

The Williamson County Investment Committee met on Monday August 1, 2016 at 1:30 p.m. in the Commissioners' Court Conference Room. Committee members present were: Dan A. Gattis, County Judge; Deborah M. Hunt, County Tax Assessor/Collector; and Jerri Jones, County Treasurer. Also in attendance were Tina Zander, Chief Deputy Treasurer, and Scott McIntyre and Andrea Cash, both representing First Southwest Asset Management (FSAM).

Judge Gattis called the meeting to order at 1:57 p.m. Minutes of the April 25, 2016 Investment Committee meeting were reviewed. No corrections were noted and the Minutes were approved as read. Investment Committee Education Hours were reviewed.

The committee reviewed Investment Reports for the 3rd Quarter, Fiscal Year 2016. FSAM is now providing all reporting for Long Term Investments with the Treasurer's Office providing detailed data on the Investment Pools. A motion was made by Ms. Hunt to accept the Investment Reports, seconded by Judge Gattis. Motion carried unanimously.

Scott and Andrea provided an overall review of current investments. As of June 30, 2016, 63% of available Williamson County funding is in long term investments, with 31% combined in Logic and TexPool Prime. The remaining funds (6%) are in TexSTAR, TexPool and Wells Fargo Bank.

During the review of the 6/30/16 Quarterly Investment Report, the committee was informed that the Weighted Average Yield at quarter end was 0.671% whereas one year ago it was 0.25%. The improvement is due to the marked increase in long term investments as well as the Fed Funds rate increase to a 0.25%-0.50% range in December, 2016. In reviewing the Benchmark Comparison graph, it was pointed out the County's monthly average yield has widened considerably against the three, six and 12 month Constant Maturity Treasury benchmarks. The Committee went on to discuss the 2013 Park Bond Fund and whether the $34MM currently in Logic could be invested out the curve at a higher yield. Judge Gattis stated that we should be able to go out six to nine months. Andrea and Scott then recommended that the County draw down the remaining $19MM in the 2013 Road Bond Fund's Flexible Repurchase Agreement prior to the 9/30/16 maturity so it could be reinvested at a higher yield. Attention was drawn to the $819,002 of quarterly earned income which represents a 163% improvement over the same Quarter 2015 which totaled $311,000. Finally, the Committee reviewed the investment transactions for the Quarter which totaled $68.4MM into four funds at an average yield of 0.809%. Of the 11 trades, four were reinvestments of matured or called bonds and seven were new investments.

There being no other business before the Committee, Judge Gattis declared the meeting adjourned at 2:50 p.m.

WILLIAMSON COUNTY INVESTMENT COMMITTEE EDUCATION REPORT

OCTOBER 2016

REQUIRED PFIA HOURS: COMMITTEE MEMBERS: 10HRS / BI-ANNUAL (FY 2016/2017)

INVESTMENT OFFICER: 10 HRS ANNUAL / 15 HRS INVESTMENT ACADEMY (CY 2016)

MEMBER	REQUIRED HOURS	TRAINING DATES	TRAINING TITLE	HOURS CREDITED	FISCAL YEAR	TRAINING GOOD THRU FY
DAN A. GATTIS	10 HRS /BI-ANNUAL	12/10/2014	GTOT WINTER SEMINAR	13.5	2015	2016
DAVID FLORES	10 HRS /BI-ANNUAL	12/10/2014	GTOT WINTER SEMINAR	15	2015	2016
DEBORAH HUNT	10 HRS /BI-ANNUAL	4/21/2015	TEXPO	12	2015	2016
VALERIE COVEY	10 HRS /BI-ANNUAL	2/19/2015	BASICS CO INVESTMENT COURSE	9.5		
		11/13/2015	TX PUBLIC FUNDS INV CONF	10	2016	2017
JERRI JONES	(15 HRS ANN INV ACADEMY)	9/22/2016	ANN COUNTY TREASURER CONF	5	2016	2015 (CY)
	(10 HRS ANN INV POLICY)	11/18/2016	TX PUBLIC FUNDS INVEST CONF	10		

Williamson County Tax Assessor/Collector
Monthly Investment Report
September 2016

Account Name	Account Number	Original Investment	Date Purchased	Interest Rate	Maturity Date	Balance 08/31/16	Balance 09/30/16	Current Interest	YTD Interest
Union State Bank									
Property Tax	37003798			0.0000		$ -	$ -	$ -	$ 4.71
Highway	37002554			0.0000		$ -	$ -	$ -	$ 0.15
Texpool									
Property Tax	2461000002			0.3799		$ -	$ -	$ -	$ 2.01
Highway	2461000003			0.3799		$ -	$ -	$ -	$ -
Texpool Prime									
Property Tax	2461000002			0.7068		$ -	$ -	$ -	$ 19,265.80
Highway	2461000003			0.7068		$ -	$ -	$ -	$ -
Logic									
Property Tax	147000978003			0.7248		$ 1,971,595.00	$ 2,272,866.94	$ 1,271.94	$ 4,665.32
Highway	147000978001			0.7248		$ -	$ -	$ -	$ -
					GRAND TOTALS	$ 1,971,595.00	$ 2,272,866.94	$ 1,271.94	$ 23,937.99

JULY 2016 COUNTY INVESTMENT

FY 2016

INTEREST RATE: TEXPOOL 0.3690% -- TEXPOOL PRIME 0.5718% -- TEXSTAR 0.3861% -- LOGIC 0.5740%

ACCOUNT NAME	FUND	TEXPOOL BALANCE 6/30/16	TEXPOOL TOTAL INTEREST	TEXPOOL BALANCE 7/31/16	TEXPOOL PRIME BALANCE 6/30/16	TEXPOOL PRIME TOTAL INTEREST	TEXPOOL PRIME BALANCE 7/31/16	TEXSTAR BALANCE 6/30/16	TEXSTAR TOTAL INTEREST	TEXSTAR BALANCE 7/31/16	LOGIC BALANCE 6/30/16	LOGIC TOTAL INTEREST	LOGIC BALANCE 7/31/16	TOTAL INTEREST ONLY	GRAND TOTAL
GENERAL FUND															
ADR FUND	644	220,710.70	69.18	220,779.88										69.18	220,779.88
CHILD SAFETY	3	366,053.27	114.64	366,058.64										114.64	366,058.64
CRTHSE SEC	8	128,051.82	40.12	128,091.94										40.12	128,091.94
CO RECORD ARC	198	1,912,057.92	599.21	1,912,657.13										599.21	1,912,657.13
COUNTY RMP	8	425,385.04	133.28	425,518.32										133.28	425,518.32
CT RPTR SVC	28	1,090,043.97	341.54	1,090,385.51										341.54	1,090,385.51
GENERAL FUND	10	39,506.01	12.06	37,932.34	26,725,486.66	12,589.17	25,934,240.54							12,601.23	25,972,172.88
JUSTICE CRT TECH	646	463,422.87	145.20	463,568.07										145.20	463,568.07
LIBRARY FUND	20	301,995.75	94.66	302,090.41										94.66	302,090.41
KARST	161	1,239,033.06	388.24	1,239,421.30										388.24	1,239,421.30
RMP	28	1,882,703.57	590.03	1,883,293.60										590.03	1,883,293.60
TCEQ AIR CHECK GRANT	209	1,544,398.45	298.93	587,476.50										298.93	587,476.50
TOBACCO FUNDS	100	8,447.87	2.65	8,450.52	1,740,904.68	845.44	1,741,750.12							848.09	1,750,200.64
GEN FUND TOTAL		9,621,810.30	2,829.74	8,665,724.16	28,466,391.34	13,434.61	27,675,990.66	0.00	0.00	0.00	0.00	0.00	0.00	16,264.35	36,341,714.82
CO'S & BOND															
2007 PARK BONDS	204				916,080.66	371.28	371.28							371.28	371.28
2007 ROAD BONDS	203	82,385.92	25.79	82,411.71	12,101,083.56	5,678.50	10,649,352.84							5,704.29	10,731,764.55
C O SERIES 2006	201				249,674.81	121.29	249,796.10							121.29	249,796.10
PASS THROUGH TOLL LT BOND 2009	208				398,312.96	193.48	398,506.44							193.48	398,506.44
PASSTHROUGH TOLL REIMB	12/0000							5,931,365.12	1,945.05	5,933,310.17				1,945.05	5,933,310.17
2013 ROAD BOND	978005										29,790,401.01	14,265.30	32,434,464.89	14,265.30	32,434,464.89
2013 PARK BONDS	978006										34,349,901.93	16,274.97	32,056,855.87	16,274.97	32,056,855.87
2015 CO BONDS	978007										12,538,918.71	6,110.54	12,522,878.97	6,110.54	12,522,878.97
CO'S & BONDS TOTAL		82,385.92	25.79	82,411.71	13,665,151.99	6,364.55	11,298,026.66	5,931,365.12	1,945.05	5,933,310.17	76,679,221.65	36,650.81	77,014,199.73	44,986.20	94,327,948.27
COUNTY BENEFITS	9				3,613,022.25	1,754.58	3,614,776.83							1,754.58	3,614,776.83
DEBT SERVICE	22	515,831.18	161.66	515,992.84	20,974,002.09	10,185.37	20,984,187.46							10,347.03	21,500,180.30
ROAD AND BRIDGE	21	24,572.02	7.66	24,579.68	13,314,795.46	6,465.94	13,321,261.40							6,473.60	13,345,841.08
FUTURE ENVIRN LIAB	212				968,683.81	470.41	969,154.22							470.41	969,154.22
TOTALS		10,244,599.42	3,024.85	9,288,708.39	81,002,046.94	38,675.46	77,863,397.23	5,931,365.12	1,945.05	5,933,310.17	76,679,221.65	36,650.81	77,014,199.73	80,296.17	170,099,615.52

Jerri L. Jones
Williamson County Treasurer

8-11-16
DATE

JULY 2016 NON-COUNTY INVESTMENT

FY 2016

INTEREST RATE: TEXPOOL 0.3690% -- TEXPOOL PRIME 0.5718%

ACCOUNT NAME	FUND	TEXPOOL BALANCE 6/30/16	TEXPOOL TOTAL INTEREST	TEXPOOL BALANCE 7/31/16	TEXPOOL PRIME BALANCE 6/30/16	TEXPOOL PRIME TOTAL INTEREST	TEXPOOL PRIME BALANCE 7/31/16	TOTAL INTEREST ONLY	GRAND TOTAL (including
AVERY RANCH ROADS	19	1,484,489.20	465.19	1,484,954.39	6,705.33	3.78	8,404.11	468.97	**1,493,358.50**
CITIES HEALTH DIST	2	76,790.61	24.07	76,814.68	1,681,440.23	816.53	1,682,256.76	840.60	**1,759,071.44**
CO DISTRICT CLERK	--	726,959.08	227.62	727,186.70	7,303.13	3.56	7,306.69	231.18	**734,493.39**
COUNTY CLERK	--	1,387,303.17	435.75	1,387,738.92	467,356.22	226.94	467,583.16	662.69	**1,855,322.08**
CSCD	25	859,066.81	269.21	859,336.02				269.21	**859,336.02**
DA DRUG FUND	8	123,229.12	38.64	123,267.76				38.64	**123,267.76**
DISTRICT ATTORNEY	--	489,362.50	153.70	489,516.20	45,970.39	22.44	45,992.83	176.14	**535,509.03**
SHERIFF COMMISSARY	206	506,896.52	158.80	507,055.32				158.80	**507,055.32**
SHERIFF'S DRUG FUND	96	355,567.18	111.42	355,678.60				111.42	**355,678.60**
TOTALS		**6,009,664.19**	**1,884.40**	**6,011,548.59**	**2,208,775.30**	**1,073.25**	**2,211,543.55**	**2,957.65**	**8,223,092.14**

Jerri L. Jones
Williamson County Treasurer

8-11-16
DATE

AUGUST 2016 COUNTY INVESTMENT
FY 2016
INTEREST RATE: TEXPOOL 0.3737% -- TEXPOOL PRIME 0.6101% -- TEXSTAR 0.3990% -- LOGIC 0.6218%

ACCOUNT NAME	FUND	TEXPOOL BALANCE 7/31/16	TEXPOOL TOTAL INTEREST	TEXPOOL BALANCE 8/31/16	TEXPOOL PRIME BALANCE 7/31/16	TEXPOOL PRIME TOTAL INTEREST	TEXPOOL PRIME BALANCE 8/31/16	TEXSTAR BALANCE 7/31/16	TEXSTAR TOTAL INTEREST	TEXSTAR BALANCE 8/31/16	LOGIC BALANCE 7/31/16	LOGIC TOTAL INTEREST	LOGIC BALANCE 8/31/16	TOTAL INTEREST ONLY	GRAND TOTAL
GENERAL FUND															
ADR FUND	644	220,779.88	70.08	220,849.96										70.08	220,849.96
CHILD SAFETY	3	366,058.64	116.16	366,060.16										116.16	366,060.16
CRTHSE SEC	1	128,091.94	40.66	128,132.60										40.66	128,132.60
CO RECORD ARC	198	1,912,657.13	607.10	1,913,264.23										607.10	1,913,264.23
COUNTY RMP	6	425,518.32	135.05	425,653.37										135.05	425,653.37
CT RPTR SVC	28	1,090,385.51	346.12	1,090,731.63										346.12	1,090,731.63
GENERAL FUND	10	37,932.34	12.10	38,059.08	25,934,240.54	13,385.73	28,033,933.57							13,397.83	28,071,992.65
JUSTICE CRT TECH	646	463,568.07	147.13	463,715.20										147.13	463,715.20
LIBRARY FUND	30	302,090.41	95.89	302,186.30										95.89	302,186.30
KARST	181	1,239,421.30	393.41	1,239,814.71										393.41	1,239,814.71
RMP	76	1,883,293.60	597.76	1,883,891.36										597.76	1,883,891.36
TCEQ AIR CHECK GRANT	209	587,476.50	145.30	1,685.78										145.30	1,685.78
TOBACCO FUNDS	100	8,450.52	2.77	8,453.29	1,741,750.12	902.58	1,742,652.70							905.35	1,751,105.99
GEN FUND TOTAL		8,665,724.16	2,709.53	8,082,497.67	27,675,990.66	14,288.31	29,776,586.27	0.00	0.00	0.00	0.00	0.00	0.00	16,997.84	37,859,083.94
CO'S & BOND															
2007 PARK BONDS	204				371.28	0.00	0.00							-	-
2007 ROAD BONDS	203	82,411.71	19.53	0.00	10,649,352.84	5,465.67	10,142,234.99							5,485.20	10,142,234.99
C O SERIES 2006	201				249,796.10	129.45	249,925.55							129.45	249,925.55
PASS THROUGH TOLL LT BOND 2009	208				398,506.44	206.52	398,712.96							206.52	398,712.96
PASSTHROUGH TOLL REIMB	12/0000							5,933,310.17	1,683.78	4,184,993.95				1,683.78	4,184,993.95
2013 ROAD BOND	978005										32,434,464.89	20,026.53	38,024,110.48	20,026.53	38,024,110.48
2013 PARK BONDS	978006										32,056,855.87	16,723.84	31,272,092.47	16,723.84	31,272,092.47
2015 CO BONDS	978007										12,522,878.97	6,567.66	12,111,501.47	6,567.66	12,111,501.47
CO'S & BONDS TOTAL		82,411.71	19.53	0.00	11,298,026.66	5,801.64	10,790,873.50	5,933,310.17	1,683.78	4,184,993.95	77,014,199.73	43,318.03	81,407,704.42	50,822.98	96,383,571.87
COUNTY BENEFITS	9				3,614,776.83	1,873.13	3,616,649.96							1,873.13	3,616,649.96
DEBT SERVICE	22	515,992.84	163.79	516,156.63	20,984,187.46	6,229.07	5,204,429.08							6,392.86	5,720,585.71
ROAD AND BRIDGE	21	24,579.68	7.78	24,587.46	13,321,261.40	6,903.02	13,328,164.42							6,910.80	13,352,751.88
FUTURE ENVIRN LIAB	212				969,154.22	502.20	969,656.42							502.20	969,656.42
TOTALS		9,288,708.39	2,900.63	8,623,241.76	77,863,397.23	35,597.37	63,686,359.65	5,933,310.17	1,683.78	4,184,993.95	77,014,199.73	43,318.03	81,407,704.42	83,499.81	157,902,299.78

Jerri L. Jones
Williamson County Treasurer

9-26-16
DATE

AUGUST 2016 NON-COUNTY INVESTMENT

FY 2016

INTEREST RATE: TEXPOOL 0.37370% -- TEXPOOL PRIME 0.6101%

ACCOUNT NAME	FUND	TEXPOOL BALANCE 7/31/16	TEXPOOL TOTAL INTEREST	TEXPOOL BALANCE 8/31/16	TEXPOOL PRIME BALANCE 7/31/16	TEXPOOL PRIME TOTAL INTEREST	TEXPOOL PRIME BALANCE 8/31/16	TOTAL INTEREST ONLY	GRAND TOTAL (including
AVERY RANCH ROADS	19	1,484,954.39	289.56	432,946.45	8,404.11	4.36	8,408.47	293.92	**441,354.92**
CITIES HEALTH DIST	2	76,814.68	24.34	76,839.02	1,682,256.76	871.76	1,683,128.52	896.10	**1,759,967.54**
CO DISTRICT CLERK	--	727,186.70	230.40	727,417.10	7,306.69	5.30	16,929.16	235.70	**744,346.26**
COUNTY CLERK	--	1,387,738.92	441.40	1,387,621.20	467,583.16	252.21	467,825.60	693.61	**1,855,446.80**
CSCD	25	859,336.02	272.76	859,608.78				272.76	**859,608.78**
DA DRUG FUND	8	123,267.76	39.14	123,306.90				39.14	**123,306.90**
DISTRICT ATTORNEY	--	489,516.20	151.49	458,437.70	45,992.83	25.93	75,438.76	177.42	**533,876.46**
SHERIFF COMMISSARY	206	507,055.32	160.92	507,216.24				160.92	**507,216.24**
SHERIFF'S DRUG FUND	96	355,678.60	112.85	355,791.45				112.85	**355,791.45**
TOTALS		**6,011,548.59**	**1,722.86**	**4,929,184.84**	**2,211,543.55**	**1,159.56**	**2,251,730.51**	**2,882.42**	**7,180,915.35**

Jerri L. Jones
Williamson County Treasurer

9-26-16
DATE

SEPTEMBER 2016 COUNTY INVESTMENT
FY 2016
INTEREST RATE: TEXPOOL 0.3799% -- TEXPOOL PRIME 0.7068% -- TEXSTAR 0.4123% -- LOGIC 0.7248%

ACCOUNT NAME	FUND	TEXPOOL BALANCE 8/31/16	TEXPOOL TOTAL INTEREST	TEXPOOL BALANCE 9/30/16	TEXPOOL PRIME BALANCE 8/31/16	TEXPOOL PRIME TOTAL INTEREST	TEXPOOL PRIME BALANCE 9/30/16	TEXSTAR BALANCE 8/31/16	TEXSTAR TOTAL INTEREST	TEXSTAR BALANCE 9/30/16	LOGIC BALANCE 8/31/16	LOGIC TOTAL INTEREST	LOGIC BALANCE 9/30/16	TOTAL INTEREST ONLY	GRAND TOTAL
GENERAL FUND															
ADR FUND	644	220,849.96	68.95	220,918.91										68.95	220,918.91
CHILD SAFETY	3	366,060.16	114.27	366,058.27										114.27	366,058.27
CRTHSE SEC	1	128,132.60	40.01	128,172.61										40.01	128,172.61
CO RECORD ARC	196	1,913,264.23	597.44	1,913,861.67										597.44	1,913,861.67
COUNTY RMP	6	425,653.37	132.91	425,786.28										132.91	425,786.28
CT RPTR SVC	28	1,090,731.63	340.59	1,091,072.22										340.59	1,091,072.22
GENERAL FUND	10	38,059.08	11.87	38,187.11	28,033,933.57	13,945.44	19,047,879.01							13,957.31	19,086,066.12
JUSTICE CRT TECH	646	463,715.20	144.78	463,859.98										144.78	463,859.98
LIBRARY FUND	20	302,186.30	94.37	302,280.67										94.37	302,280.67
KARST	161	1,239,814.71	387.13	1,240,201.84										387.13	1,240,201.84
RMP	26	1,883,891.36	588.22	1,884,479.58										588.22	1,884,479.58
TCEQ AIR CHECK GRANT	209	1,685.78	0.60	1,686.38										0.60	1,686.38
TOBACCO FUNDS	100	8,453.29	2.70	8,455.99	1,742,652.70	1,019.79	1,758,925.83							1,022.49	1,767,381.82
WM CO GENERAL FUND	78010										0.00	863.20	3,773,081.35	863.20	3,773,081.35
														-	-
GEN FUND TOTAL		8,082,497.67	2,523.84	8,085,021.51	29,776,586.27	14,965.23	20,806,804.84	0.00	0.00	0.00	0.00	863.20	3,773,081.35	18,352.27	32,664,907.70
CO'S & BOND															
2007 PARK BONDS	204													-	-
2007 ROAD BONDS	203				10,142,234.99	5,889.63	10,792,004.17							5,889.63	10,792,004.17
C O SERIES 2006	201				249,925.55	145.18	250,070.73							145.18	250,070.73
PASS THROUGH TOLL LT BOND 2009	208				398,712.96	231.62	398,944.58							231.62	398,944.58
PASSTHROUGH TOLL REIMB	1270000							4,184,993.95	1,428.18	4,238,961.51				1,428.18	4,238,961.51
2013 ROAD BOND	976005										38,024,110.48	22,192.36	36,561,073.87	22,192.36	36,561,073.87
2013 PARK BONDS	976006										31,272,092.47	15,231.16	21,208,777.51	15,231.16	21,208,777.51
2015 CO BONDS	976007										12,111,501.47	8,487.42	20,188,851.75	8,487.42	20,188,851.75
PEARSON PL RD CONSTRUCTION	78008										0.00	1,893.64	5,263,199.46		
PERSON PL RD DEBT SERVICE FUND	78009										0.00	56.18	156,294.47	56.18	156,294.47
CO'S & BONDS TOTAL		0.00	0.00	0.00	10,790,873.50	6,266.43	11,441,019.48	4,184,993.95	1,428.18	4,238,961.51	81,407,704.42	47,860.76	83,378,197.06	55,555.37	99,058,178.05
COUNTY BENEFITS	9				3,616,649.96	2,090.93	3,196,740.89							2,090.93	3,196,740.89
DEBT SERVICE	22	516,156.63	161.18	516,317.81	5,204,429.08	3,023.23	5,207,452.31							3,184.41	5,723,770.12
ROAD AND BRIDGE	21	24,587.46	7.66	24,595.12	13,328,164.42	7,617.79	6,761,938.88							7,625.45	6,786,534.00
FUTURE ENVIRN LIAB	212				969,656.42	563.26	970,219.68							563.26	970,219.68
TOTALS		8,623,241.76	2,692.68	8,625,934.44	63,686,359.65	34,526.87	48,384,176.08	4,184,993.95	1,428.18	4,238,961.51	81,407,704.42	48,723.96	87,151,278.41	87,371.69	148,400,350.44

Jerri L. Jones
Williamson County Treasurer

10-6-16
DATE

SEPTEMBER 2016 NON-COUNTY INVESTMENT

FY 2016

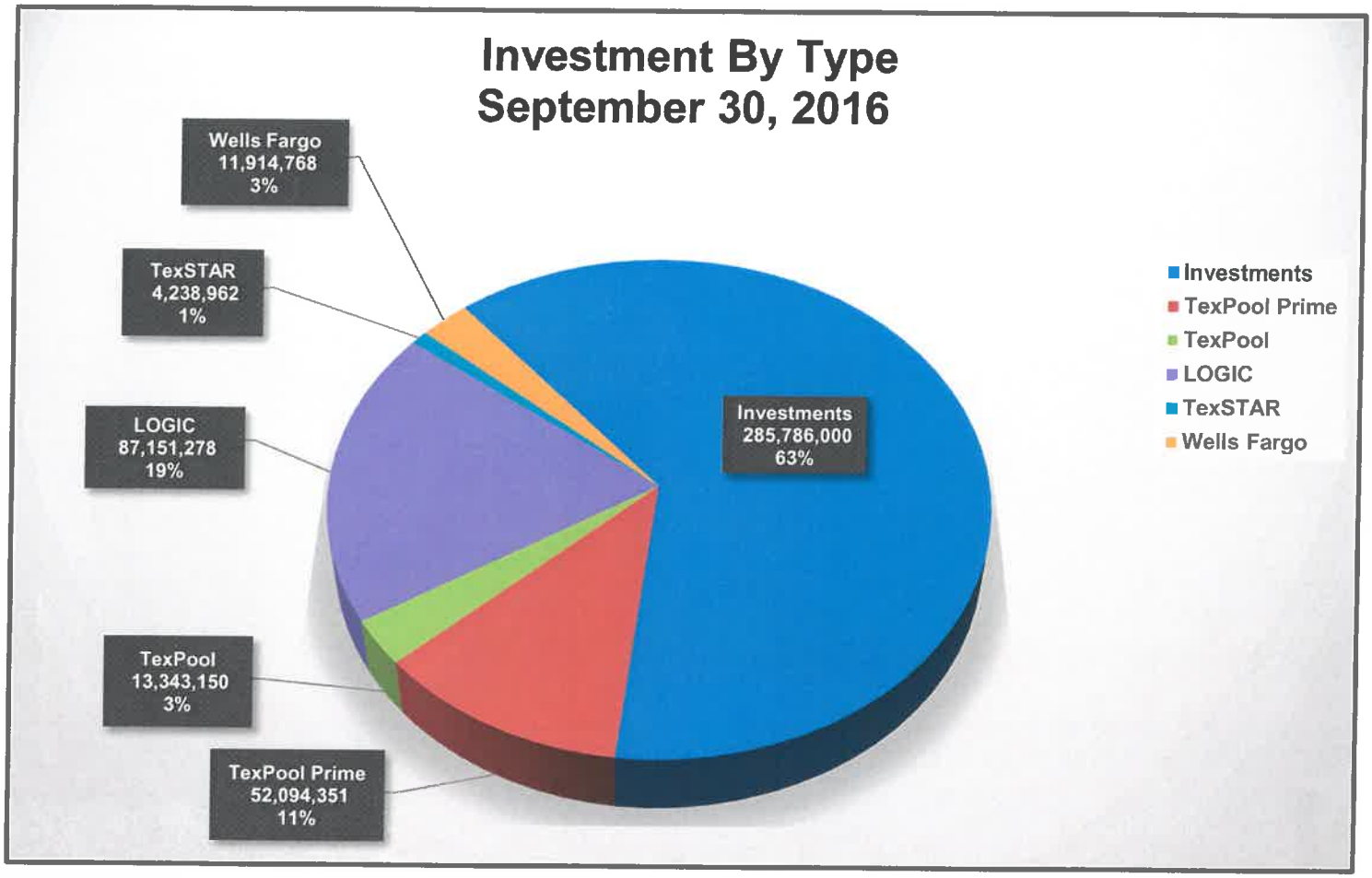
INTEREST RATE: TEXPOOL 0.3799% -- TEXPOOL PRIME 0.7068%

ACCOUNT NAME	FUND	TEXPOOL BALANCE 8/31/16	TEXPOOL TOTAL INTEREST	TEXPOOL BALANCE 9/30/16	TEXPOOL PRIME BALANCE 8/31/16	TEXPOOL PRIME TOTAL INTEREST	TEXPOOL PRIME BALANCE 9/30/16	TOTAL INTEREST ONLY	GRAND TOTAL (including
AVERY RANCH ROADS	19	432,946.45	135.13	432,117.58	8,408.47	4.87	8,413.34	140.00	**440,530.92**
CITIES HEALTH DIST	2	76,839.02	23.98	76,863.00	1,683,128.52	1,518.70	3,134,647.22	1,542.68	**3,211,510.22**
CO DISTRICT CLERK	--	727,417.10	223.84	718,832.33	16,929.16	11.74	23,534.04	235.58	**742,366.37**
COUNTY CLERK	--	1,387,621.20	434.09	1,388,055.29	467,825.60	271.79	468,097.39	705.88	**1,856,152.68**
CSCD	25	859,608.78	205.94	659,814.72				205.94	**659,814.72**
DA DRUG FUND	8	123,306.90	38.48	123,345.38				38.48	**123,345.38**
DISTRICT ATTORNEY	--	458,437.70	143.57	454,910.12	75,438.76	44.03	75,482.79	187.60	**530,392.91**
SHERIFF COMMISSARY	206	507,216.24	158.36	507,374.60				158.36	**507,374.60**
SHERIFF'S DRUG FUND	96	355,791.45	111.11	355,902.56				111.11	**355,902.56**
TOTALS		**4,929,184.84**	**1,474.50**	**4,717,215.58**	**2,251,730.51**	**1,851.13**	**3,710,174.78**	**3,325.63**	**8,427,390.36**

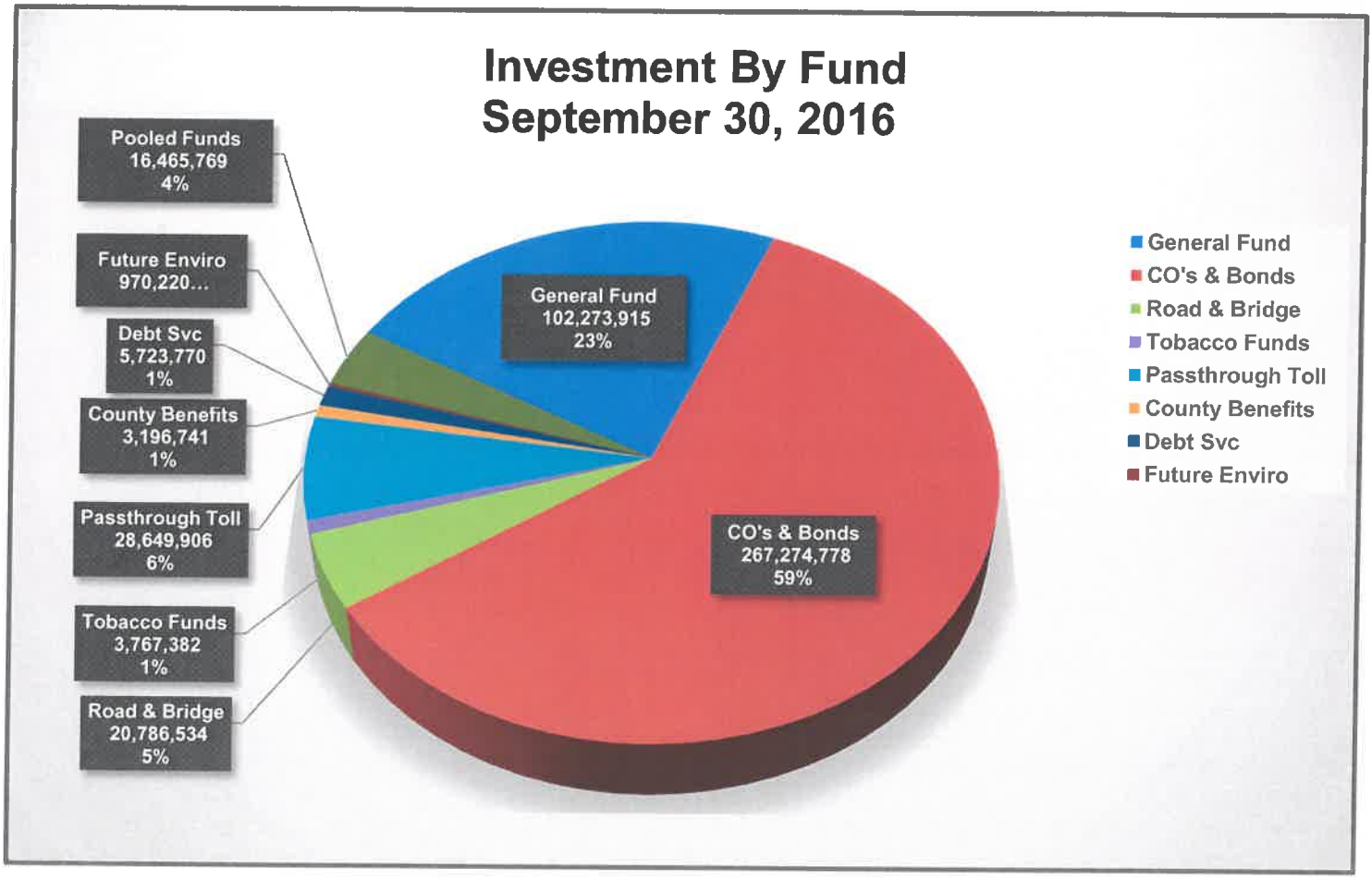
Jerri L. Jones
Williamson County Treasurer

10-6-16
DATE

Investment By Type
September 30, 2016



Investment By Fund
September 30, 2016



FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Detail of Security Holdings
As of 9/30/2016

Fund	Maturity Date	Next Call Date	Par Value	Maturity Month & Year
2015 CO Bonds	10/03/16		9,000,000.00	10/2016
2013 Road Bond	10/11/16		9,000,000.00	10/2016
General Fund	10/11/16		7,000,000.00	10/2016
Road & Bridge General	10/28/16		3,000,000.00	10/2016
General Fund	10/31/16		5,000,000.00	10/2016
			33,000,000.00	**10/2016 Total**
2013 Road Bond	11/10/16		9,000,000.00	11/2016
Road & Bridge General	11/16/16		5,000,000.00	11/2016
			14,000,000.00	**11/2016 Total**
2013 Road Bond	12/05/16		4,000,000.00	12/2016
2015 CO Bonds	12/23/16		8,000,000.00	12/2016
2013 Road Bond	12/28/16		5,000,000.00	12/2016
			17,000,000.00	**12/2016 Total**
2015 CO Bonds	01/18/17		6,000,000.00	1/2017
2013 Road Bond	01/31/17		9,000,000.00	1/2017
			15,000,000.00	**1/2017 Total**
2013 Road Bond	02/13/17		9,000,000.00	2/2017
2015 CO Bonds	02/15/17		3,025,000.00	2/2017
General Fund	02/27/17		7,000,000.00	2/2017
			19,025,000.00	**2/2017 Total**
2013 Road Bond	03/07/17		15,097,000.00	3/2017
2013 Road Bond	03/08/17		6,000,000.00	3/2017
2013 Road Bond	03/15/17		7,092,000.00	3/2017
2015 CO Bonds	03/15/17		8,000,000.00	3/2017
2013 Road Bond	03/24/17		8,000,000.00	3/2017
2015 CO Bonds	03/29/17		6,000,000.00	3/2017
			50,189,000.00	**3/2017 Total**
2013 Road Bond	04/11/17		8,000,000.00	4/2017
General Fund	04/21/17		5,000,000.00	4/2017
2013 Road Bond	04/27/17		7,000,000.00	4/2017
			20,000,000.00	**4/2017 Total**
Pass Through Toll Reimb	05/04/17		4,800,000.00	5/2017
Tobacco Funds	05/24/17		2,000,000.00	5/2017
Road & Bridge General	05/26/17		3,000,000.00	5/2017
2013 Road Bond	05/30/17		7,000,000.00	5/2017
			16,800,000.00	**5/2017 Total**
2013 Park Bond	06/09/17		10,000,000.00	6/2017
2013 Road Bond	06/09/17		2,560,000.00	6/2017
Pass Through Toll Reimb	06/09/17		7,000,000.00	6/2017
Road & Bridge General	06/09/17		3,000,000.00	6/2017
2013 Road Bond	06/16/17		4,500,000.00	6/2017
2013 Road Bond	06/20/17		5,000,000.00	6/2017
			32,060,000.00	**5/2017 Total**
2013 Road Bond	07/07/17		7,000,000.00	7/2017
2013 Road Bond	07/28/17		2,000,000.00	7/2017
General Fund	07/31/17		5,000,000.00	7/2017
			14,000,000.00	**7/2017 Total**
General Fund	08/28/17		3,000,000.00	8/2017

FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Williamson County
Detail of Security Holdings
As of 9/30/2016

Fund	Maturity Date	Next Call Date	Par Value	Maturity Month & Year
			3,000,000.00	**8/2017 Total**
Pass Through Toll Reimb	09/08/17		8,615,000.00	9/2017
2013 Road Bond	09/18/17		4,000,000.00	9/2017
Pass Through Toll Reimb	09/22/17		3,597,000.00	9/2017
			16,212,000.00	**9/2017 Total**
General Fund	10/27/17	10/27/16	5,000,000.00	10/2017
			5,000,000.00	**10/2017 Total**
General Fund	03/09/18		5,000,000.00	3/2018
General Fund	03/30/18	12/30/16	5,000,000.00	3/2018
			10,000,000.00	**3/2018 Total**
General Fund	05/11/18	11/11/16	5,000,000.00	5/2018
			5,000,000.00	**5/2018 Total**
General Fund	09/28/18	12/28/16	5,500,000.00	9/2018
			5,500,000.00	**9/2018 Total**
General Fund	10/01/18		5,000,000.00	10/2018
General Fund	10/29/18		5,000,000.00	10/2018
			10,000,000.00	**10/2018 Total**
			285,786,000.00	**Grand Total**

FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Williamson County
Detail of Security Holdings
As of 9/30/2016

Fund	Maturity Date	Next Call Date	Par Value	Maturity Month & Year
Note: Cash Balances are as of 9/30/2016				
2013 Park Bond			21,208,777.51	
2013 Road Bond			36,561,073.87	
2015 CO Bonds			20,188,851.75	
Combo Tax & Rev 2006			250,070.73	
Co Benefits Program			3,196,740.89	
Debt Svc			516,317.81	
Debt Svc			5,207,452.31	
Future Envionmental Liabilty			970,219.68	
General Fund			11,914,767.87	
General Fund			3,773,081.35	
General Fund			38,187.11	
General Fund			19,047,879.01	
Pass Toll Series 2009			398,944.58	
Pass Through Toll Reimb			4,238,961.51	
Pearson Place Cons. Fund			5,263,199.46	
Pearson Place Debt Svc Fd			156,294.47	
Pooled Funds			12,755,593.99	
Pooled Funds			3,710,174.78	
Road & Bridge General			24,595.12	
Road & Bridge General			6,761,938.88	
Tobacco Funds			8,455.99	
Tobacco Funds			1,758,925.83	
Unlimited Tax Road			10,792,004.17	
			454,528,508.67	

FirstSouthwest
AssetManagement
A Hilltop Holdings Company.

Investment Portfolio Summary

Williamson County

WILLIAMSON COUNTY
1848

For the Quarter Ended

September 30, 2016

Prepared by
FirstSouthwest Asset Management

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

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MARKET RECAP - SEPTEMBER 2016:

Investors spent much of September with one eye on the data and the other on the Fed as speculation over whether the Fed would or would not raise rates at its September 21st FOMC meeting reached a fever pitch. A heavy slate of Fed speakers espousing hawkish rhetoric fanned the rate hike flames mid-month, but markets weren't buying what they were selling as economic data generally proved weaker than forecast. The August employment report was the first in a string of underwhelming data as the economy added just +151k new jobs, short of the +180k median forecast. While some will view the August result as mediocre, it comes on the heels of a +275k revised gain in July and +271k in June, so some pullback should have been expected. The three month average is a healthy +232k and the August gain was sufficient to keep the unemployment rate steady at 4.9% for a third straight month. The national purchasing managers surveys were more concerning as the ISM manufacturing index unexpectedly plunged from 52.6 to 49.4, indicating contraction in the factory sector. The ISM non-manufacturing index dropped 4.1 points to 51.4. That was the lowest in six years and according to the ISM is consistent with GDP growth of just 1%. The combined economy-weighted index stands at a 6½-year low of 51.2. Although these surveys are considered "soft data," they are important indicators of the general health of the economy and they are heading in the *wrong direction*. A fact which makes the hawkish Fed-speak all the more puzzling.

The weak ISM survey data was corroborated by other indicators during the first half of September. Retail sales fell -0.3% in August with broad based weakness as 8 of 13 categories declined. Auto sales were a particular disappointment, dropping -0.9% during the month. The retail sales control group (used in GDP calculations) fell -0.1% in August, much weaker than the expected +0.4%. Adding to the gloom was a -0.4% decline in industrial production during August, which completely wiped out July's +0.4% gain. According to a Morgan Stanley report, since July 2014 manufacturing output has shown cumulative growth of just +0.1%.

Inflation firmed in August, but there is no cause for alarm just yet. The consumer price index rose +0.2%, led by the biggest monthly increase in healthcare costs in 25 years at +1.0%. Core CPI rose +0.3% in August, bringing the year-over-year rate to +2.3%. The Fed's preferred Core PCE inflation measure is running at +1.7% year-over-year, still short of the Fed's +2.0% target. Rounding out the major data for the month was the final revision to Q2 GDP which was bumped up to +1.4% from +1.0%. This is still a painfully slow rate of growth. Current estimates for Q3 hover just below +3.0%.

By the time the FOMC meeting rolled around on September 21st, markets had decided no hike was coming. The Fed concurred, saying the case for an increase had "strengthened" but the committee "decided, for the time being, to wait for further evidence of continued progress toward its objectives." So for all the hawkish talk early in the month, the FOMC concluded the data didn't support a hike just yet and they could afford to wait a while longer. Finally, in what has become a recurring theme, the latest "dot plot," which charts each member's interest rate outlook, was trimmed yet again. The median now calls for one 25 basis point hike before this year is out, two hikes in 2017, three more in 2018, and eventually a terminal rate of 3.00%. That would put the target rate in a range of 1.00% to 1.25% to end 2017. *Don't hold your breath.*

For the Quarter Ended
September 30, 2016

This report is prepared for the **Williamson County** (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA. To the extent possible, market prices have been obtained from independent pricing sources.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Officer Names and Titles:

_____

_____

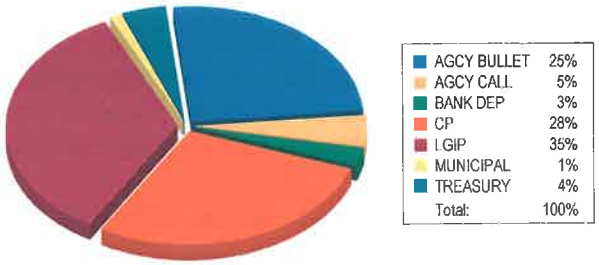
FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Executive Summary
As of 09/30/16

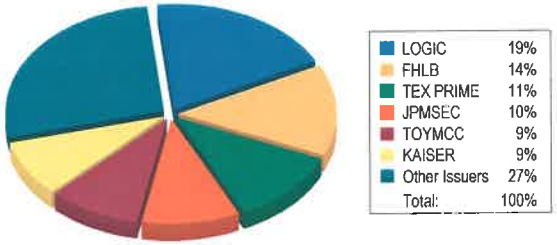
Account Summary

	Beginning Values as of 06/30/16	Ending Values as of 09/30/16
Par Value	512,015,316.17	454,528,508.67
Market Value	512,085,018.94	454,290,575.96
Book Value	511,800,326.72	454,159,707.98
Unrealized Gain /(Loss)	284,692.22	130,867.98
Market Value %	**100.06%**	**100.03%**
Weighted Avg. YTW	0.671%	0.784%
Weighted Avg. YTM	0.671%	0.784%

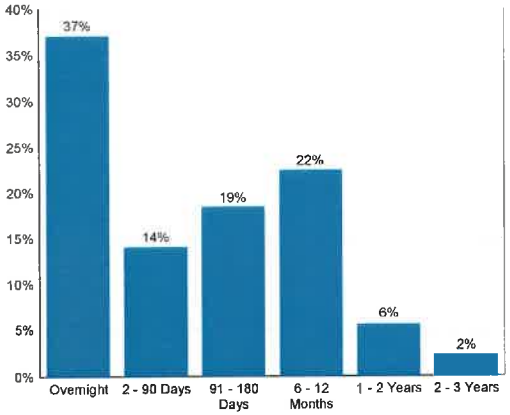
Allocation by Security Type



Allocation by Issuer

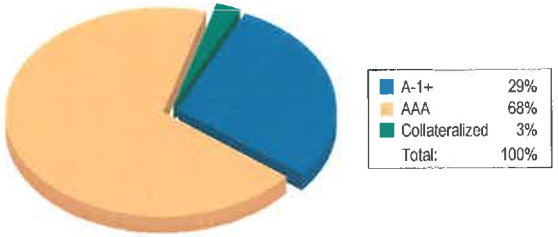


Maturity Distribution %



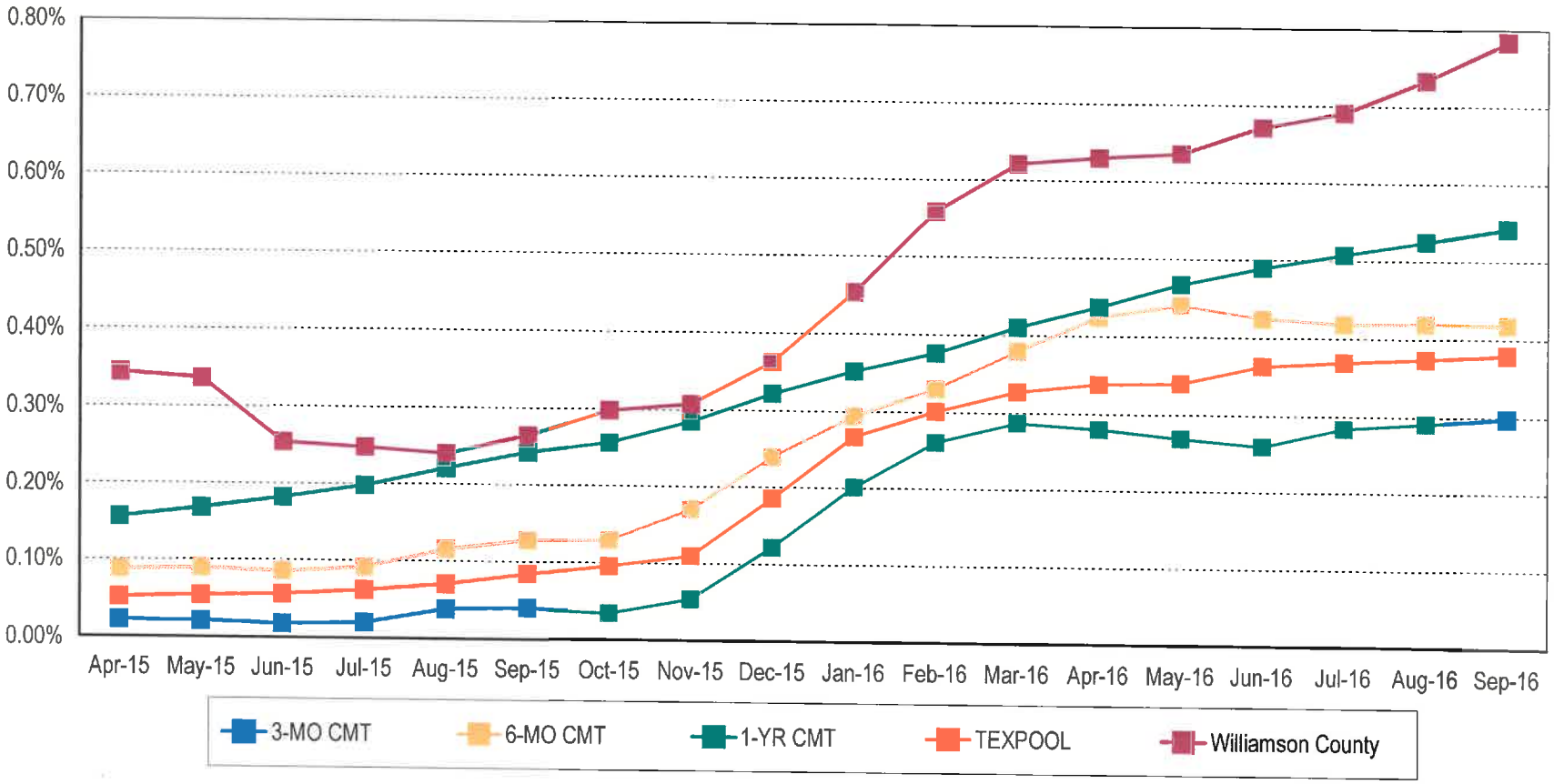
Weighted Average Days to Maturity: 140

Credit Quality



FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Benchmark Comparison
As of 09/30/2016



Note 1: CMT stands for Constant Maturity Treasury. This data is published in Federal Reserve Statistical Release H.15 and represents an average of all actively traded Treasury securities having that time remaining until maturity. This is a standard industry benchmark for Treasury securities. The CMT benchmarks are moving averages. The 3-month CMT is the daily average for the previous 3 months, the 6-month CMT is the daily average for the previous 6 months, and the 1-year and 2-year CMT's are the daily averages for the previous 12-months.

Note 2: Benchmark data for TexPool is the monthly average yield.

FirstSouthwest
AssetManagement
A Hilltop Holdings Company

Williamson County
Detail of Security Holdings
As of 09/30/2016

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2013 Park Bond																	
LOGIC		LGIP	LOGIC					21,208,777.51	100.000	21,208,777.51	21,208,777.51	100.000	21,208,777.51	1		0.725	0.725
46640PT94	09/14/16	CP - DISC	J.P.Morgan Sec		06/09/17			10,000,000.00	99.159	9,915,877.78	9,921,213.90	99.216	9,921,600.00	252		1.140	1.140
Total for 2013 Park Bond								31,208,777.51	99.732	31,124,655.29	31,129,991.41	99.750	31,130,377.51	81		0.857	0.857
2013 Road Bond																	
LOGIC		LGIP	LOGIC					36,561,073.87	100.000	36,561,073.87	36,561,073.87	100.000	36,561,073.87	1		0.725	0.725
89233GKB1	02/10/16	CP - DISC	Toyota Mtr Cr		10/11/16			9,000,000.00	99.471	8,952,420.00	8,998,049.97	99.990	8,999,100.00	11		0.784	0.784
46640PLA9	02/18/16	CP - DISC	J.P.Morgan Sec		11/10/16			9,000,000.00	99.298	8,936,825.00	8,990,499.96	99.945	8,995,032.00	41		0.957	0.957
89233GM52	03/10/16	CP - DISC	Toyota Mtr Cr		12/05/16			4,000,000.00	99.258	3,970,300.00	3,992,650.00	99.886	3,995,452.00	66		0.997	0.997
3130A0C65	02/22/16	AGCY BULET	FHLB	0.625	12/28/16			5,000,000.00	100.032	5,001,600.00	5,000,456.75	100.067	5,003,340.00	89		0.587	0.587
912828SC5	02/18/16	TREAS NOTE	U.S. Treasury	0.875	01/31/17			9,000,000.00	100.281	9,025,312.50	9,008,841.42	100.181	9,016,254.00	123		0.578	0.578
3130A4AQ5	02/09/16	AGCY BULET	FHLB	0.750	02/13/17			9,000,000.00	100.111	9,009,990.00	9,003,629.07	100.107	9,009,639.00	136		0.640	0.640
48306AQ75	08/11/16	CP - DISC	Kaiser Foundation Hospital		03/07/17			15,097,000.00	99.393	15,005,411.53	15,027,868.27	99.548	15,028,746.46	158		1.056	1.056
3137EADC0	02/22/16	AGCY BULET	FHLMC	1.000	03/08/17			6,000,000.00	100.373	6,022,380.00	6,009,362.76	100.230	6,013,776.00	159		0.641	0.641
48306AQF7	09/07/16	CP - DISC	Kaiser Foundation Hospital		03/15/17			7,092,000.00	99.423	7,051,043.70	7,056,244.48	99.516	7,057,660.54	166		1.106	1.106
89233GQQ2	06/30/16	CP - DISC	Toyota Mtr Cr		03/24/17			8,000,000.00	99.310	7,944,820.00	7,964,040.00	99.499	7,959,944.00	175		0.936	0.936
89233GRB4	07/15/16	CP - DISC	Toyota Mtr Cr		04/11/17			8,000,000.00	99.213	7,937,000.00	7,955,200.00	99.405	7,952,392.00	193		1.058	1.058
3135G0JA2	02/22/16	AGCY BULET	FNMA	1.125	04/27/17			7,000,000.00	100.509	7,035,651.00	7,017,320.87	100.310	7,021,665.00	209		0.691	0.691
3130A5EP0	03/03/16	AGCY BULET	FHLB	0.625	05/30/17			7,000,000.00	99.762	6,983,340.00	6,991,080.32	100.015	7,001,036.00	242		0.818	0.818
313379FW4	02/18/16	AGCY BULET	FHLB	1.000	06/09/17			2,560,000.00	100.332	2,568,499.20	2,564,487.01	100.261	2,566,694.40	252		0.744	0.744
3133EEX62	02/18/16	AGCY BULET	FFCB	0.800	06/16/17			4,500,000.00	100.060	4,502,700.00	4,501,447.38	100.165	4,507,434.00	259		0.754	0.754
46640PTL7	09/26/16	CP - DISC	J.P.Morgan Sec		06/20/17			5,000,000.00	99.162	4,958,095.83	4,958,880.55	99.182	4,959,090.00	263		1.140	1.140
3133EFK30	03/10/16	AGCY BULET	FFCB	0.770	07/07/17			7,000,000.00	99.882	6,991,726.00	6,995,195.83	100.115	7,008,029.00	280		0.860	0.860
3137EADJ5	03/10/16	AGCY BULET	FHLMC	1.000	07/28/17			2,000,000.00	100.173	2,003,450.00	2,002,064.26	100.308	2,006,152.00	301		0.874	0.874
3134G3J68	03/03/16	AGCY BULET	FHLMC	0.900	09/18/17			4,000,000.00	99.992	3,999,680.00	3,999,801.36	100.252	4,010,072.00	353		0.905	0.905
Total for 2013 Road Bond								164,810,073.87	99.789	164,461,318.63	164,598,394.13	99.917	164,672,582.27	129		0.828	0.828

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
2015 CO BONDS																	
LOGIC		LGIP	LOGIC					20,188,851.75	100.000	20,188,851.75	20,188,851.75	100.000	20,188,851.75	1		0.725	0.725
48306AK30	04/08/16	CP - DISC	Kaiser Foundation Hospital		10/03/16			9,000,000.00	99.614	8,965,290.00	8,999,610.03	99.992	8,999,271.00	3		0.783	0.783
89233GMP8	03/30/16	CP - DISC	Toyota Mtr Cr		12/23/16			8,000,000.00	99.263	7,941,040.00	7,981,740.00	99.834	7,986,744.00	84		0.997	0.997
3130A7T62	04/18/16	AGCY BULET	FHLB	0.550	01/18/17			6,000,000.00	99.985	5,999,100.00	5,999,643.30	100.035	6,002,106.00	110		0.570	0.570
742651DN9	04/18/16	AGCY BULET	PEFCO	1.375	02/15/17			3,025,000.00	100.577	3,042,443.78	3,032,882.42	100.275	3,033,327.83	138		0.673	0.673
48306AQF7	09/06/16	CP - DISC	Kaiser Foundation Hospital		03/15/17			8,000,000.00	99.419	7,953,555.56	7,959,666.64	99.516	7,961,264.00	166		1.106	1.106
3130A7N84	03/30/16	AGCY BULET	FHLB	0.625	03/29/17			6,000,000.00	99.935	5,996,100.00	5,998,063.08	100.090	6,005,388.00	180		0.691	0.691
Total for 2015 CO BONDS								**60,213,851.75**	**99.789**	**60,086,381.09**	**60,160,457.22**	**99.939**	**60,176,952.58**	**70**		**0.799**	**0.799**
Combination Tax & Rev Series 2006 CO																	
TEXPRIME		LGIP	TexPool Prime					250,070.73	100.000	250,070.73	250,070.73	100.000	250,070.73	1		0.707	0.707
Total for Combination Tax & Rev Series 2006 CO								**250,070.73**	**100.000**	**250,070.73**	**250,070.73**	**100.000**	**250,070.73**	**1**		**0.707**	**0.707**
County Benefits Program																	
TEXPRIME		LGIP	TexPool Prime					3,196,740.89	100.000	3,196,740.89	3,196,740.89	100.000	3,196,740.89	1		0.707	0.707
Total for County Benefits Program								**3,196,740.89**	**100.000**	**3,196,740.89**	**3,196,740.89**	**100.000**	**3,196,740.89**	**1**		**0.707**	**0.707**
Debt Service Fund																	
TEXPOOL		LGIP	TexPool					516,317.81	100.000	516,317.81	516,317.81	100.000	516,317.81	1		0.380	0.380
TEXPRIME		LGIP	TexPool Prime					5,207,452.31	100.000	5,207,452.31	5,207,452.31	100.000	5,207,452.31	1		0.707	0.707
Total for Debt Service Fund								**5,723,770.12**	**100.000**	**5,723,770.12**	**5,723,770.12**	**100.000**	**5,723,770.12**	**1**		**0.677**	**0.677**
Future Environmental Liability																	
TEXPRIME		LGIP	TexPool Prime					970,219.68	100.000	970,219.68	970,219.68	100.000	970,219.68	1		0.707	0.707
Total for Future Environmental Liability								**970,219.68**	**100.000**	**970,219.68**	**970,219.68**	**100.000**	**970,219.68**	**1**		**0.707**	**0.707**

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
General Fund																	
LOGIC		LGIP	LOGIC					3,773,081.35	100.000	3,773,081.35	3,773,081.35	100.000	3,773,081.35	1		0.725	0.725
TEXPOOL		LGIP	TexPool					38,187.11	100.000	38,187.11	38,187.11	100.000	38,187.11	1		0.380	0.380
TEXPRIME		LGIP	TexPool Prime					19,047,879.01	100.000	19,047,879.01	19,047,879.01	100.000	19,047,879.01	1		0.707	0.707
WF-CASH		BANK DEP	Wells Fargo					11,914,767.87	100.000	11,914,767.87	11,914,767.87	100.000	11,914,767.87	1		0.000	0.000
46640PKB8	01/29/16	CP - DISC	J.P.Morgan Sec		10/11/16			7,000,000.00	99.310	6,951,715.56	6,998,113.92	99.988	6,999,125.00	11		0.977	0.977
912828RM4	11/12/15	TREAS NOTE	U.S. Treasury	1.000	10/31/16			5,000,000.00	100.367	5,018,359.38	5,001,550.15	100.066	5,003,305.00	31		0.619	0.619
46640PPT4	06/06/16	CP - DISC	J.P.Morgan Sec		02/27/17			7,000,000.00	99.180	6,942,588.33	6,967,840.81	99.658	6,976,081.00	150		1.119	1.119
3133EFKR7	10/30/15	AGCY BULET	FFCB	0.500	04/21/17			5,000,000.00	99.899	4,994,935.00	4,998,087.85	99.953	4,997,650.00	203		0.569	0.569
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury	0.625	07/31/17			5,000,000.00	99.715	4,985,742.19	4,993,078.05	99.988	4,999,415.00	304		0.792	0.792
3133EFEU7	08/31/16	AGCY BULET	FFCB	0.780	08/28/17			3,000,000.00	100.080	3,002,400.00	3,002,213.37	100.116	3,003,480.00	332		0.699	0.699
3134G7V99	10/29/15	AGCY CALL	FHLMC	0.830	10/27/17	10/27/16	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.906	4,995,290.00	392	27	0.830	0.830
313378A43	10/29/15	AGCY BULET	FHLB	1.375	03/09/18			5,000,000.00	101.332	5,066,617.00	5,040,752.75	100.815	5,040,765.00	525		0.804	0.804
3134G7M73	09/30/15	AGCY CALL	FHLMC	1.000	03/30/18	12/30/16	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	100.010	5,000,510.00	546	91	1.000	1.000
3134G9JD0	05/17/16	AGCY CALL	FHLMC	1.000	05/11/18	11/11/16	QRTLY	5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.976	4,998,815.00	588	42	1.000	1.000
3134G9NM5	06/28/16	AGCY CALL	FHLMC	1.150	09/28/18	12/28/16	QRTLY	5,500,000.00	100.000	5,500,000.00	5,500,000.00	100.050	5,502,722.50	728	89	1.150	1.150
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18			5,000,000.00	100.000	5,000,000.00	5,000,000.00	99.810	4,990,500.00	731		0.985	0.985
3133EFLY1	10/29/15	AGCY BULET	FFCB	0.930	10/29/18			5,000,000.00	99.874	4,993,680.00	4,995,603.60	100.007	5,000,370.00	759		0.973	0.973
Total for General Fund								102,273,915.34	99.958	102,229,952.80	102,271,155.84	100.008	102,281,943.84	260		0.754	0.754
Pass Toll Series 2009																	
TEXPRIME		LGIP	TexPool Prime					398,944.58	100.000	398,944.58	398,944.58	100.000	398,944.58	1		0.707	0.707
Total for Pass Toll Series 2009								398,944.58	100.000	398,944.58	398,944.58	100.000	398,944.58	1		0.707	0.707

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Passthrough Toll Reimb																	
TEXSTAR		LGIP	TexSTAR					4,238,961.51	100.000	4,238,961.51	4,238,961.51	100.000	4,238,961.51	1		0.412	0.412
3130A7YB5	05/04/16	AGCY BULET	FHLB	0.625	05/04/17			4,800,000.00	99.972	4,798,665.60	4,799,209.58	100.042	4,802,001.60	216		0.653	0.653
313379FW4	12/22/15	AGCY BULET	FHLB	1.000	06/09/17			7,000,000.00	100.055	7,003,850.00	7,001,820.42	100.261	7,018,305.00	252		0.962	0.962
313380EC7	06/20/16	AGCY BULET	FHLB	0.750	09/08/17			8,615,000.00	100.081	8,621,978.15	8,620,384.03	100.055	8,619,764.10	343		0.683	0.683
3133EDVU3	06/20/16	AGCY BULET	FFCB	1.125	09/22/17			3,597,000.00	100.546	3,616,639.62	3,612,271.89	100.425	3,612,272.86	357		0.687	0.687
Total for Passthrough Toll Reimb								28,250,961.51	100.103	28,280,094.88	28,272,647.43	100.143	28,291,305.07	249		0.707	0.707
Pearson Place Construction Fund																	
LOGIC		LGIP	LOGIC					5,263,199.46	100.000	5,263,199.46	5,263,199.46	100.000	5,263,199.46	1		0.725	0.725
Total for Pearson Place Construction Fund								5,263,199.46	100.000	5,263,199.46	5,263,199.46	100.000	5,263,199.46	1		0.725	0.725
Pearson Place Debt Service Fund																	
LOGIC		LGIP	LOGIC					156,294.47	100.000	156,294.47	156,294.47	100.000	156,294.47	1		0.725	0.725
Total for Pearson Place Debt Service Fund								156,294.47	100.000	156,294.47	156,294.47	100.000	156,294.47	1		0.725	0.725
Pooled Funds																	
TEXPOOL		LGIP	TexPool					12,755,593.99	100.000	12,755,593.99	12,755,593.99	100.000	12,755,593.99	1		0.380	0.380
TEXPRIME		LGIP	TexPool Prime					3,710,174.78	100.000	3,710,174.78	3,710,174.78	100.000	3,710,174.78	1		0.707	0.707
Total for Pooled Funds								16,465,768.77	100.000	16,465,768.77	16,465,768.77	100.000	16,465,768.77	1		0.454	0.454

CUSIP	Settle Date	Sec. Type	Sec. Description	CPN	Mty Date	Next Call	Call Type	Par Value	Purch Price	Orig Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW
Road and Bridge General																	
TEXPOOL		LGIP	TexPool					24,595.12	100.000	24,595.12	24,595.12	100.000	24,595.12	1		0.380	0.380
TEXPRIME		LGIP	TexPool Prime					6,761,938.88	100.000	6,761,938.88	6,761,938.88	100.000	6,761,938.88	1		0.707	0.707
89233GKU9	02/02/16	CP - DISC	Toyota Mtr Cr		10/28/16			3,000,000.00	99.395	2,981,842.50	2,998,177.50	99.971	2,999,124.00	28		0.815	0.815
46640PLG6	03/18/16	CP - DISC	J.P.Morgan Sec		11/16/16			5,000,000.00	99.372	4,968,612.50	4,994,058.35	99.935	4,996,750.00	47		0.936	0.936
89233GSS6	09/02/16	CP - DISC	Toyota Mtr Cr		05/26/17			3,000,000.00	99.128	2,973,843.33	2,976,695.01	99.226	2,976,795.00	238		1.190	1.190
313379FW4	12/22/15	AGCY BULET	FHLB	1.000	06/09/17			3,000,000.00	100.055	3,001,650.00	3,000,780.18	100.261	3,007,845.00	252		0.962	0.962
Total for Road and Bridge General								20,786,534.00	99.644	20,712,482.33	20,756,245.04	99.907	20,767,048.00	86		0.883	0.883
Tobacco Funds																	
TEXPOOL		LGIP	TexPool					8,455.99	100.000	8,455.99	8,455.99	100.000	8,455.99	1		0.380	0.380
TEXPRIME		LGIP	TexPool Prime					1,758,925.83	100.000	1,758,925.83	1,758,925.83	100.000	1,758,925.83	1		0.707	0.707
46640PSQ7	09/02/16	CP - DISC	J.P.Morgan Sec		05/24/17			2,000,000.00	99.237	1,984,746.67	1,986,422.22	99.299	1,985,972.00	236		1.048	1.048
Total for Tobacco Funds								3,767,381.82	99.596	3,752,128.49	3,753,804.04	99.629	3,753,353.82	125		0.887	0.887
Unlimited Tax Road Bonds - Series 2007																	
TEXPRIME		LGIP	TexPool Prime					10,792,004.17	100.000	10,792,004.17	10,792,004.17	100.000	10,792,004.17	1		0.707	0.707
Total for Unlimited Tax Road Bonds - Series 2007								10,792,004.17	100.000	10,792,004.17	10,792,004.17	100.000	10,792,004.17	1		0.707	0.707
Total for Williamson County								454,528,508.67	99.855	453,864,026.38	454,159,707.98	99.948	454,290,575.96	141		0.784	0.784

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Williamson County
Change in Value
From 06/30/2016 to 09/30/2016

CUSIP	Security Type	Security Description	06/30/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/16 Book Value	06/30/16 Market Value	09/30/16 Market Value	Change in Mkt Value
2007 Park Limited -06											
TEXPRIME	LGIP	TexPool Prime	916,080.66	0.00	(916,080.66)	0.00	0.00	0.00	916,080.66	0.00	(916,080.66)
Total for 2007 Park Limited -06			**916,080.66**	**0.00**	**(916,080.66)**	**0.00**	**0.00**	**0.00**	**916,080.66**	**0.00**	**(916,080.66)**
2008 TAN–COMPASS											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for 2008 TAN–COMPASS			**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
2013 Park Bond											
LOGIC	LGIP	LOGIC	34,349,901.93	0.00	(13,141,124.42)	0.00	0.00	21,208,777.51	34,349,901.93	21,208,777.51	(13,141,124.42)
46640PT94	CP - DISC	J.P.Morgan Sec 0.000 06/09/17	0.00	9,915,877.78	0.00	5,336.12	0.00	9,921,213.90	0.00	9,921,600.00	9,921,600.00
Total for 2013 Park Bond			**34,349,901.93**	**9,915,877.78**	**(13,141,124.42)**	**5,336.12**	**0.00**	**31,129,991.41**	**34,349,901.93**	**31,130,377.51**	**(3,219,524.42)**

CUSIP	Security Type	Security Description	06/30/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/16 Book Value	06/30/16 Market Value	09/30/16 Market Value	Change in Mkt Value
2013 Road Bond											
LOGIC	LGIP	LOGIC	29,790,401.01	8,233,709.47	(1,463,036.61)	0.00	0.00	36,561,073.87	29,790,401.01	36,561,073.87	6,770,672.86
89233GGF7	CP - DISC	Toyota Mtr Cr 0.000 07/15/16	7,997,946.64	0.00	(8,000,000.00)	2,053.36	0.00	0.00	7,998,488.00	0.00	(7,998,488.00)
46640PH89	CP - DISC	J.P.Morgan Sec 0.000 08/08/16	7,993,160.00	0.00	(8,000,000.00)	6,840.00	0.00	0.00	7,996,344.00	0.00	(7,996,344.00)
64105RJ76	CP - DISC	Nestle Finance Intl Ltd 0.000 09/07/16	7,991,688.88	0.00	(8,000,000.00)	8,311.12	0.00	0.00	7,992,792.00	0.00	(7,992,792.00)
FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16	27,696,680.29	22,694.19	(27,719,374.48)	0.00	0.00	0.00	27,696,680.29	0.00	(27,696,680.29)
89233GKB1	CP - DISC	Toyota Mtr Cr 0.000 10/11/16	8,980,110.00	0.00	0.00	17,939.97	0.00	8,998,049.97	8,984,034.00	8,999,100.00	15,066.00
46640PLA9	CP - DISC	J.P.Morgan Sec 0.000 11/10/16	8,968,650.03	0.00	0.00	21,849.93	0.00	8,990,499.96	8,976,393.00	8,995,032.00	18,639.00
89233GM52	CP - DISC	Toyota Mtr Cr 0.000 12/05/16	3,982,730.00	0.00	0.00	10,120.00	0.00	3,992,850.00	3,986,376.00	3,995,452.00	9,076.00
3130A0C65	AGCY BULET	FHLB 0.625 12/28/16	5,000,929.20	0.00	0.00	(472.45)	0.00	5,000,456.75	5,003,645.00	5,003,340.00	(305.00)
912828SC5	TREAS NOTE	U.S. Treasury 0.875 01/31/17	9,015,525.72	0.00	0.00	(6,684.30)	0.00	9,008,841.42	9,022,761.00	9,016,254.00	(6,507.00)
3130A4AQ5	AGCY BULET	FHLB 0.750 02/13/17	9,006,099.75	0.00	0.00	(2,470.68)	0.00	9,003,629.07	9,016,902.00	9,009,639.00	(7,263.00)
48306AQ75	CP - DISC	Kaiser Foundation Hospital 0.000 03/07/17	0.00	15,005,411.53	0.00	22,456.74	0.00	15,027,868.27	0.00	15,028,746.46	15,028,746.46
3137EADC0	AGCY BULET	FHLMC 1.000 03/08/17	6,014,717.16	0.00	0.00	(5,354.40)	0.00	6,009,362.76	6,019,254.00	6,013,776.00	(5,478.00)
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	0.00	7,051,043.70	0.00	5,200.78	0.00	7,056,244.48	0.00	7,057,660.54	7,057,660.54
89233GQQ2	CP - DISC	Toyota Mtr Cr 0.000 03/24/17	7,945,026.64	0.00	0.00	19,013.36	0.00	7,964,040.00	7,943,040.00	7,959,944.00	16,904.00
89233GRB4	CP - DISC	Toyota Mtr Cr 0.000 04/11/17	0.00	7,937,000.00	0.00	18,200.00	0.00	7,955,200.00	0.00	7,952,392.00	7,952,392.00
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	7,024,865.47	0.00	0.00	(7,544.60)	0.00	7,017,320.87	7,030,408.00	7,021,665.00	(8,743.00)
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	6,987,731.73	0.00	0.00	3,348.59	0.00	6,991,080.32	7,002,310.00	7,001,036.00	(1,274.00)
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	2,566,110.98	0.00	0.00	(1,623.97)	0.00	2,564,487.01	2,569,751.04	2,566,694.40	(3,056.64)
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	4,501,956.83	0.00	0.00	(509.45)	0.00	4,501,447.38	4,506,988.50	4,507,434.00	445.50
46640PTL7	CP - DISC	J.P.Morgan Sec 0.000 06/20/17	0.00	4,958,095.83	0.00	784.72	0.00	4,958,880.55	0.00	4,959,090.00	4,959,090.00
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	6,993,634.62	0.00	0.00	1,561.21	0.00	6,995,195.83	7,009,177.00	7,008,029.00	(1,148.00)
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	2,002,686.64	0.00	0.00	(622.38)	0.00	2,002,064.26	2,008,558.00	2,006,152.00	(2,406.00)
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	3,999,750.20	0.00	0.00	51.16	0.00	3,999,801.36	4,022,068.00	4,010,072.00	(11,996.00)
Total for 2013 Road Bond			174,460,401.79	43,207,954.72	(53,182,411.09)	112,448.71	0.00	164,598,394.13	174,576,370.84	164,672,582.27	(9,903,788.57)

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Williamson County
Change in Value
From 06/30/2016 to 09/30/2016

CUSIP	Security Type	Security Description	06/30/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/16 Book Value	06/30/16 Market Value	09/30/16 Market Value	Change in Mkt Value
2015 CO BONDS											
LOGIC	LGIP	LOGIC	12,538,918.71	8,077,350.28	(427,417.24)	0.00	0.00	20,188,851.75	12,538,918.71	20,188,851.75	7,649,933.04
64105RJ27	CP - DISC	Nestle Finance Intl Ltd 0.000 09/02/16	7,991,600.00	0.00	(8,000,000.00)	8,400.00	0.00	0.00	7,993,312.00	0.00	(7,993,312.00)
46640PJT1	CP - DISC	J.P.Morgan Sec 0.000 09/27/16	7,983,768.88	0.00	(8,000,000.00)	16,231.12	0.00	0.00	7,989,184.00	0.00	(7,989,184.00)
48306AK30	CP - DISC	Kaiser Foundation Hospital 0.000 10/03/16	8,981,669.97	0.00	0.00	17,940.06	0.00	8,999,610.03	8,985,276.00	8,999,271.00	13,995.00
89233GMP8	CP - DISC	Toyota Mtr Cr 0.000 12/23/16	7,961,500.00	0.00	0.00	20,240.00	0.00	7,981,740.00	7,968,480.00	7,986,744.00	18,264.00
3130A7T62	AGCY BULET	FHLB 0.550 01/18/17	5,999,342.16	0.00	0.00	301.14	0.00	5,999,643.30	6,003,846.00	6,002,106.00	(1,740.00)
742651DN9	AGCY BULET	PEFCO 1.375 02/15/17	3,038,166.48	0.00	0.00	(5,284.04)	0.00	3,032,882.42	3,038,170.85	3,033,327.83	(4,843.02)
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	0.00	7,953,555.56	0.00	6,111.08	0.00	7,959,666.64	0.00	7,961,264.00	7,961,264.00
3130A7N84	AGCY BULET	FHLB 0.625 03/29/17	5,997,086.94	0.00	0.00	976.14	0.00	5,998,063.08	6,005,676.00	6,005,388.00	(288.00)
Total for 2015 CO BONDS			**60,492,053.12**	**16,030,905.84**	**(16,427,417.24)**	**64,915.50**	**0.00**	**60,160,457.22**	**60,522,863.56**	**60,176,952.58**	**(345,910.98)**
Combination Tax & Rev Series 2006 CO											
TEXPRIME	LGIP	TexPool Prime	249,674.81	395.92	0.00	0.00	0.00	250,070.73	249,674.81	250,070.73	395.92
Total for Combination Tax & Rev Series 2006 CO			**249,674.81**	**395.92**	**0.00**	**0.00**	**0.00**	**250,070.73**	**249,674.81**	**250,070.73**	**395.92**
County Benefits Program											
TEXPOOL	LGIP	TexPool	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	LGIP	TexPool Prime	3,613,022.25	3,627.71	(419,909.07)	0.00	0.00	3,196,740.89	3,613,022.25	3,196,740.89	(416,281.36)
Total for County Benefits Program			**3,613,022.25**	**3,627.71**	**(419,909.07)**	**0.00**	**0.00**	**3,196,740.89**	**3,613,022.25**	**3,196,740.89**	**(416,281.36)**
Debt Service Fund											
TEXPOOL	LGIP	TexPool	515,831.18	486.63	0.00	0.00	0.00	516,317.81	515,831.18	516,317.81	486.63
TEXPRIME	LGIP	TexPool Prime	20,974,002.09	13,208.60	(15,779,758.38)	0.00	0.00	5,207,452.31	20,974,002.09	5,207,452.31	(15,766,549.78)
Total for Debt Service Fund			**21,489,833.27**	**13,695.23**	**(15,779,758.38)**	**0.00**	**0.00**	**5,723,770.12**	**21,489,833.27**	**5,723,770.12**	**(15,766,063.15)**

CUSIP	Security Type	Security Description	06/30/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/16 Book Value	06/30/16 Market Value	09/30/16 Market Value	Change in Mkt Value
Future Environmental Liability											
TEXPRIME	LGIP	TexPool Prime	968,683.81	1,535.87	0.00	0.00	0.00	970,219.68	968,683.81	970,219.68	1,535.87
Total for Future Environmental Liability			**968,683.81**	**1,535.87**	**0.00**	**0.00**	**0.00**	**970,219.68**	**968,683.81**	**970,219.68**	**1,535.87**
General Fund											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOGIC	LGIP	LOGIC	0.00	3,773,081.37	0.00	0.00	0.00	3,773,081.35	0.00	3,773,081.35	3,773,081.35
TEXPOOL	LGIP	TexPool	39,506.01	254.77	(1,573.67)	0.00	0.00	38,187.11	39,506.01	38,187.11	(1,318.90)
TEXPRIME	LGIP	TexPool Prime	26,725,486.66	2,099,693.03	(9,777,300.68)	0.00	0.00	19,047,879.01	26,725,486.66	19,047,879.01	(7,677,607.65)
USB-WC	BANK DEP	Union St Bk	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF-CASH	BANK DEP	Wells Fargo	6,645,963.26	9,432,417.97	(4,163,613.36)	0.00	0.00	11,914,767.87	6,645,963.26	11,914,767.87	5,268,804.61
89233GG59	CP - DISC	Toyota Mtr Cr 0.000 07/05/16	6,999,455.54	0.00	(7,000,000.00)	544.46	0.00	0.00	6,999,657.00	0.00	(6,999,657.00)
89233GH25	CP - DISC	Toyota Mtr Cr 0.000 08/02/16	3,997,297.76	0.00	(4,000,000.00)	2,702.24	0.00	0.00	3,998,496.00	0.00	(3,998,496.00)
3130A4D41	AGCY BULET	FHLB 0.500 08/18/16	7,999,683.68	0.00	(8,000,000.00)	316.32	0.00	0.00	8,001,408.00	0.00	(8,001,408.00)
46640PJD6	CP - DISC	J.P.Morgan Sec 0.000 09/13/16	6,986,762.23	0.00	(7,000,000.00)	13,237.77	0.00	0.00	6,992,706.00	0.00	(6,992,706.00)
46640PKB8	CP - DISC	J.P.Morgan Sec 0.000 10/11/16	6,980,761.69	0.00	0.00	17,352.23	0.00	6,998,113.92	6,987,582.00	6,999,125.00	11,543.00
912828RM4	TREAS NOTE	U.S. Treasury 1.000 10/31/16	5,006,303.90	0.00	0.00	(4,753.75)	0.00	5,001,550.15	5,010,940.00	5,003,305.00	(7,635.00)
46640PPT4	CP - DISC	J.P.Morgan Sec 0.000 02/27/17	6,947,984.19	0.00	0.00	19,856.62	0.00	6,967,840.81	6,953,415.00	6,976,081.00	22,666.00
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	4,997,229.60	0.00	0.00	858.25	0.00	4,998,087.85	4,995,995.00	4,997,650.00	1,655.00
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	4,990,997.10	0.00	0.00	2,080.95	0.00	4,993,078.05	5,005,275.00	4,999,415.00	(5,860.00)
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	0.00	3,002,400.00	0.00	(186.63)	0.00	3,002,213.37	0.00	3,003,480.00	3,003,480.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,870.00	4,995,290.00	(5,580.00)
3134G8N88	AGCY CALL	FHLMC 1.100 02/26/18	5,000,000.00	0.00	(5,000,000.00)	0.00	0.00	0.00	5,003,025.00	0.00	(5,003,025.00)
313378A43	AGCY BULET	FHLB 1.375 03/09/18	5,047,782.40	0.00	0.00	(7,029.65)	0.00	5,040,752.75	5,058,310.00	5,040,765.00	(17,545.00)
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,001,925.00	5,000,510.00	(1,415.00)
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	5,000,000.00	0.00	0.00	0.00	0.00	5,000,000.00	5,000,560.00	4,998,815.00	(1,745.00)
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	5,500,000.00	0.00	0.00	0.00	0.00	5,500,000.00	5,503,492.50	5,502,722.50	(770.00)
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	5,000,000.00	5,000,000.00	0.00	0.00	0.00	5,000,000.00	5,026,000.00	4,990,500.00	(35,500.00)
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	4,995,080.75	0.00	0.00	522.85	0.00	4,995,603.60	5,016,290.00	5,000,370.00	(15,920.00)
Total for General Fund			**128,860,294.77**	**23,307,847.14**	**(44,942,487.71)**	**45,501.66**	**0.00**	**102,271,155.84**	**128,966,902.43**	**102,281,943.84**	**(26,684,958.59)**

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Change in Value
From 06/30/2016 to 09/30/2016

CUSIP	Security Type	Security Description	06/30/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/16 Book Value	06/30/16 Market Value	09/30/16 Market Value	Change in Mkt Value
Pass Toll Series 2009											
TEXPRIME	LGIP	TexPool Prime	398,312.96	631.62	0.00	0.00	0.00	398,944.58	398,312.96	398,944.58	631.62
Total for Pass Toll Series 2009			**398,312.96**	**631.62**	**0.00**	**0.00**	**0.00**	**398,944.58**	**398,312.96**	**398,944.58**	**631.62**
Passthrough Toll Reimb											
TEXSTAR	LGIP	TexSTAR	5,931,365.12	55,912.61	(1,748,316.22)	0.00	0.00	4,238,961.51	5,931,365.12	4,238,961.51	(1,692,403.61)
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	4,798,876.51	0.00	0.00	333.07	0.00	4,799,209.58	4,804,070.40	4,802,001.60	(2,068.80)
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	7,002,478.77	0.00	0.00	(658.35)	0.00	7,001,820.42	7,026,663.00	7,018,305.00	(8,358.00)
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	8,621,805.07	0.00	0.00	(1,421.04)	0.00	8,620,384.03	8,625,312.16	8,619,764.10	(5,548.06)
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	3,616,164.13	0.00	0.00	(3,892.24)	0.00	3,612,271.89	3,620,355.32	3,612,272.86	(8,082.46)
Total for Passthrough Toll Reimb			**29,970,689.60**	**55,912.61**	**(1,748,316.22)**	**(5,638.56)**	**0.00**	**28,272,647.43**	**30,007,766.00**	**28,291,305.07**	**(1,716,460.93)**
Pearson Place Construction Fund											
LOGIC	LGIP	LOGIC	0.00	5,263,199.48	0.00	0.00	0.00	5,263,199.46	0.00	5,263,199.46	5,263,199.46
Total for Pearson Place Construction Fund			**0.00**	**5,263,199.48**	**0.00**	**0.00**	**0.00**	**5,263,199.46**	**0.00**	**5,263,199.46**	**5,263,199.46**
Pearson Place Debt Service Fund											
LOGIC	LGIP	LOGIC	0.00	156,294.49	0.00	0.00	0.00	156,294.47	0.00	156,294.47	156,294.47
Total for Pearson Place Debt Service Fund			**0.00**	**156,294.49**	**0.00**	**0.00**	**0.00**	**156,294.47**	**0.00**	**156,294.47**	**156,294.47**
Pooled Funds											
TEXPOOL	LGIP	TexPool	15,583,520.61	0.00	(2,827,926.62)	0.00	0.00	12,755,593.99	15,583,520.61	12,755,593.99	(2,827,926.62)
TEXPRIME	LGIP	TexPool Prime	2,208,775.30	1,501,399.48	0.00	0.00	0.00	3,710,174.78	2,208,775.30	3,710,174.78	1,501,399.48
Total for Pooled Funds			**17,792,295.91**	**1,501,399.48**	**(2,827,926.62)**	**0.00**	**0.00**	**16,465,768.77**	**17,792,295.91**	**16,465,768.77**	**(1,326,527.14)**

CUSIP	Security Type	Security Description	06/30/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/16 Book Value	06/30/16 Market Value	09/30/16 Market Value	Change in Mkt Value
PTT I-35											
TEXPRIME	LGIP	TexPool Prime	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total for PTT I-35			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Road and Bridge General											
BBVA-WC	BANK DEP	BBVA Compass MM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TEXPOOL	LGIP	TexPool	24,572.02	23.10	0.00	0.00	0.00	24,595.12	24,572.02	24,595.12	23.10
TEXPRIME	LGIP	TexPool Prime	13,314,795.46	13,368.96	(6,566,225.54)	0.00	0.00	6,761,938.88	13,314,795.46	6,761,938.88	(6,552,856.58)
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	2,995,012.50	0.00	(3,000,000.00)	4,987.50	0.00	0.00	2,997,483.00	0.00	(2,997,483.00)
89233GKU9	CP - DISC	Toyota Mtr Cr 0.000 10/28/16	2,991,967.50	0.00	0.00	6,210.00	0.00	2,998,177.50	2,992,899.00	2,999,124.00	6,225.00
46640PLG6	CP - DISC	J.P.Morgan Sec 0.000 11/16/16	4,982,175.00	0.00	0.00	11,883.35	0.00	4,994,058.35	4,986,990.00	4,996,750.00	9,760.00
89233GSS6	CP - DISC	Toyota Mtr Cr 0.000 05/26/17	0.00	2,973,843.33	0.00	2,851.68	0.00	2,976,695.01	0.00	2,976,795.00	2,976,795.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	3,001,062.33	0.00	0.00	(282.15)	0.00	3,000,780.18	3,011,427.00	3,007,845.00	(3,582.00)
Total for Road and Bridge General			27,309,584.81	2,987,235.39	(9,566,225.54)	25,650.38	0.00	20,756,245.04	27,328,166.48	20,767,048.00	(6,561,118.48)
Tobacco Funds											
TEXPOOL	LGIP	TexPool	8,447.87	8.12	0.00	0.00	0.00	8,455.99	8,447.87	8,455.99	8.12
TEXPRIME	LGIP	TexPool Prime	1,740,904.68	18,021.15	0.00	0.00	0.00	1,758,925.83	1,740,904.68	1,758,925.83	18,021.15
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	1,996,675.00	0.00	(2,000,000.00)	3,325.00	0.00	0.00	1,998,322.00	0.00	(1,998,322.00)
46640PSQ7	CP - DISC	J.P.Morgan Sec 0.000 05/24/17	0.00	1,984,746.67	0.00	1,675.55	0.00	1,986,422.22	0.00	1,985,972.00	1,985,972.00
Total for Tobacco Funds			3,746,027.55	2,002,775.94	(2,000,000.00)	5,000.55	0.00	3,753,804.04	3,747,674.55	3,753,353.82	5,679.27
Unlimited Tax Road Bonds - Series 2007											
TEXPOOL	LGIP	TexPool	82,385.92	25.79	(82,411.71)	0.00	0.00	0.00	82,385.92	0.00	(82,385.92)
TEXPRIME	LGIP	TexPool Prime	12,101,083.56	649,769.18	(1,958,848.57)	0.00	0.00	10,792,004.17	12,101,083.56	10,792,004.17	(1,309,079.39)
Total for Unlimited Tax Road Bonds - Series 2007			12,183,469.48	649,794.97	(2,041,260.28)	0.00	0.00	10,792,004.17	12,183,469.48	10,792,004.17	(1,391,465.31)

FirstSouthwest AssetManagement
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Williamson County
Change in Value
From 06/30/2016 to 09/30/2016

CUSIP	Security Type	Security Description	06/30/16 Book Value	Cost of Purchases	Maturities / Calls / Sales	Amortization / Accretion	Realized Gain/(Loss)	09/30/16 Book Value	06/30/16 Market Value	09/30/16 Market Value	Change in Mkt Value
Total for Williamson County			516,800,326.72	105,099,084.19	(162,992,917.23)	253,214.36	0.00	454,159,707.98	517,111,018.94	454,290,575.96	(62,820,442.98)

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2007 Park Limited -06									
TEXPRIME	LGIP	TexPool Prime	0.00	371.28	371.28	0.00	0.00	0.00	371.28
Total for 2007 Park Limited -06			0.00	371.28	371.28	0.00	0.00	0.00	371.28
2008 TAN--COMPASS									
Total for 2008 TAN--COMPASS			0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013 Park Bond									
LOGIC	LGIP	LOGIC	0.00	48,229.97	48,229.97	0.00	0.00	0.00	48,229.97
46640PT94	CP - DISC	J.P.Morgan Sec 0.000 06/09/17	0.00	0.00	0.00	0.00	0.00	5,336.12	5,336.12
Total for 2013 Park Bond			0.00	48,229.97	48,229.97	0.00	0.00	5,336.12	53,566.09

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2013 Road Bond									
LOGIC	LGIP	LOGIC	0.00	56,484.19	56,484.19	0.00	0.00	0.00	56,484.19
89233GGF7	CP - DISC	Toyota Mtr Cr 0.000 07/15/16	0.00	0.00	0.00	0.00	0.00	2,053.36	2,053.36
46640PH89	CP - DISC	J.P.Morgan Sec 0.000 08/08/16	0.00	0.00	0.00	0.00	0.00	6,840.00	6,840.00
64105RJ76	CP - DISC	Nestle Finance Intl Ltd 0.000 09/07/16	0.00	0.00	0.00	0.00	0.00	8,311.12	8,311.12
FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16	11,571.88	12,547.95	24,119.83	0.00	0.00	0.00	12,547.95
89233GKB1	CP - DISC	Toyota Mtr Cr 0.000 10/11/16	0.00	0.00	0.00	0.00	0.00	17,939.97	17,939.97
46640PLA9	CP - DISC	J.P.Morgan Sec 0.000 11/10/16	0.00	0.00	0.00	0.00	0.00	21,849.93	21,849.93
89233GM52	CP - DISC	Toyota Mtr Cr 0.000 12/05/16	0.00	0.00	0.00	0.00	0.00	10,120.00	10,120.00
3130A0C65	AGCY BULET	FHLB 0.625 12/28/16	260.42	7,812.50	0.00	0.00	8,072.92	(472.45)	7,340.05
912828SC5	TREAS NOTE	U.S. Treasury 0.875 01/31/17	32,884.62	19,758.04	39,375.00	0.00	13,267.66	(6,684.30)	13,073.74
3130A4AQ5	AGCY BULET	FHLB 0.750 02/13/17	25,875.00	16,875.00	33,750.00	0.00	9,000.00	(2,470.68)	14,404.32
48306AQ75	CP - DISC	Kaiser Foundation Hospital 0.000 03/07/17	0.00	0.00	0.00	0.00	0.00	22,456.74	22,456.74
3137EADC0	AGCY BULET	FHLMC 1.000 03/08/17	18,833.33	15,000.00	30,000.00	0.00	3,833.33	(5,354.40)	9,645.60
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	0.00	0.00	0.00	0.00	0.00	5,200.78	5,200.78
89233GQQ2	CP - DISC	Toyota Mtr Cr 0.000 03/24/17	0.00	0.00	0.00	0.00	0.00	19,013.36	19,013.36
89233GRB4	CP - DISC	Toyota Mtr Cr 0.000 04/11/17	0.00	0.00	0.00	0.00	0.00	18,200.00	18,200.00
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	14,000.00	19,687.50	0.00	0.00	33,687.50	(7,544.60)	12,142.90
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	3,767.36	10,937.50	0.00	0.00	14,704.86	3,348.59	14,286.09
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	1,564.44	6,400.00	0.00	0.00	7,964.44	(1,623.97)	4,776.03
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	1,500.00	9,000.00	0.00	0.00	10,500.00	(509.45)	8,490.55
46640PTL7	CP - DISC	J.P.Morgan Sec 0.000 06/20/17	0.00	0.00	0.00	0.00	0.00	784.72	784.72
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	17,068.33	13,475.01	17,966.67	0.00	12,576.67	1,561.21	15,036.22
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	8,500.00	5,000.00	10,000.00	0.00	3,500.00	(622.38)	4,377.62
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	10,300.00	9,000.00	18,000.00	0.00	1,300.00	51.16	9,051.16
Total for 2013 Road Bond			146,125.38	201,977.69	229,695.69	0.00	118,407.38	112,448.71	314,426.40

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
2015 CO BONDS									
LOGIC	LGIP	LOGIC	0.00	21,165.62	21,165.62	0.00	0.00	0.00	21,165.62
64105RJ27	CP - DISC	Nestle Finance Intl Ltd 0.000 09/02/16	0.00	0.00	0.00	0.00	0.00	8,400.00	8,400.00
46640PJT1	CP - DISC	J.P.Morgan Sec 0.000 09/27/16	0.00	0.00	0.00	0.00	0.00	16,231.12	16,231.12
48306AK30	CP - DISC	Kaiser Foundation Hospital 0.000 10/03/16	0.00	0.00	0.00	0.00	0.00	17,940.06	17,940.06
89233GMP8	CP - DISC	Toyota Mtr Cr 0.000 12/23/16	0.00	0.00	0.00	0.00	0.00	20,240.00	20,240.00
3130A7T62	AGCY BULET	FHLB 0.550 01/18/17	6,691.67	8,250.00	0.00	0.00	14,941.67	301.14	8,551.14
742651DN9	AGCY BULET	PEFCO 1.375 02/15/17	15,713.19	10,398.45	20,796.88	0.00	5,314.76	(5,284.04)	5,114.41
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	0.00	0.00	0.00	0.00	0.00	6,111.08	6,111.08
3130A7N84	AGCY BULET	FHLB 0.625 03/29/17	9,583.33	9,375.00	18,750.00	0.00	208.33	976.14	10,351.14
Total for 2015 CO BONDS			**31,988.19**	**49,189.07**	**60,712.50**	**0.00**	**20,464.76**	**64,915.50**	**114,104.57**
Combination Tax & Rev Series 2006 CO									
TEXPRIME	LGIP	TexPool Prime	0.00	395.92	395.92	0.00	0.00	0.00	395.92
Total for Combination Tax & Rev Series 2006 CO			**0.00**	**395.92**	**395.92**	**0.00**	**0.00**	**0.00**	**395.92**
County Benefits Program									
TEXPRIME	LGIP	TexPool Prime	0.00	5,718.64	5,718.64	0.00	0.00	0.00	5,718.64
Total for County Benefits Program			**0.00**	**5,718.64**	**5,718.64**	**0.00**	**0.00**	**0.00**	**5,718.64**
Debt Service Fund									
TEXPOOL	LGIP	TexPool	0.00	486.63	486.63	0.00	0.00	0.00	486.63
TEXPRIME	LGIP	TexPool Prime	0.00	19,437.67	19,437.67	0.00	0.00	0.00	19,437.67
Total for Debt Service Fund			**0.00**	**19,924.30**	**19,924.30**	**0.00**	**0.00**	**0.00**	**19,924.30**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Future Environmental Liability									
TEXPRIME	LGIP	TexPool Prime	0.00	1,535.87	1,535.87	0.00	0.00	0.00	1,535.87
Total for Future Environmental Liability			**0.00**	**1,535.87**	**1,535.87**	**0.00**	**0.00**	**0.00**	**1,535.87**
General Fund									
LOGIC	LGIP	LOGIC	0.00	863.20	863.20	0.00	0.00	0.00	863.20
TEXPOOL	LGIP	TexPool	0.00	36.03	36.03	0.00	0.00	0.00	36.03
TEXPRIME	LGIP	TexPool Prime	0.00	39,920.34	39,920.34	0.00	0.00	0.00	39,920.34
89233GG59	CP - DISC	Toyota Mtr Cr 0.000 07/05/16	0.00	0.00	0.00	0.00	0.00	544.46	544.46
89233GH25	CP - DISC	Toyota Mtr Cr 0.000 08/02/16	0.00	0.00	0.00	0.00	0.00	2,702.24	2,702.24
3130A4D41	AGCY BULET	FHLB 0.500 08/18/16	14,777.78	5,222.22	20,000.00	0.00	0.00	316.32	5,538.54
46640PJD6	CP - DISC	J.P.Morgan Sec 0.000 09/13/16	0.00	0.00	0.00	0.00	0.00	13,237.77	13,237.77
46640PKB8	CP - DISC	J.P.Morgan Sec 0.000 10/11/16	0.00	0.00	0.00	0.00	0.00	17,352.23	17,352.23
912828RM4	TREAS NOTE	U.S. Treasury 1.000 10/31/16	8,423.91	12,500.00	0.00	0.00	20,923.91	(4,753.75)	7,746.25
46640PPT4	CP - DISC	J.P.Morgan Sec 0.000 02/27/17	0.00	0.00	0.00	0.00	0.00	19,856.62	19,856.62
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	4,861.11	6,250.00	0.00	0.00	11,111.11	858.25	7,108.25
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	13,049.45	7,840.50	15,625.00	0.00	5,264.95	2,080.95	9,921.45
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	0.00	1,950.00	0.00	(195.00)	2,145.00	(186.63)	1,763.37
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	7,377.78	10,375.00	0.00	0.00	17,752.78	0.00	10,375.00
3134G8N88	AGCY CALL	FHLMC 1.100 02/26/18	18,486.11	8,555.56	27,041.67	0.00	0.00	0.00	8,555.56
313378A43	AGCY BULET	FHLB 1.375 03/09/18	21,388.89	17,187.50	34,375.00	0.00	4,201.39	(7,029.65)	10,157.85
3134G7M73	AGCY CALL	FHLMC 1.000 03/30/18	12,638.89	12,500.00	25,000.00	0.00	138.89	0.00	12,500.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	6,944.44	12,500.00	0.00	0.00	19,444.44	0.00	12,500.00
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	527.08	15,812.50	15,812.50	0.00	527.08	0.00	15,812.50
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	0.00	11,491.67	0.00	0.00	11,491.67	0.00	11,491.67
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	8,008.33	11,625.00	0.00	0.00	19,633.33	522.85	12,147.85
Total for General Fund			**116,483.77**	**174,629.52**	**178,673.74**	**(195.00)**	**112,634.55**	**45,501.66**	**220,131.18**

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
Pass Toll Series 2009									
TEXPRIME	LGIP	TexPool Prime	0.00	631.62	631.62	0.00	0.00	0.00	631.62
Total for Pass Toll Series 2009			0.00	631.62	631.62	0.00	0.00	0.00	631.62
Passthrough Toll Reimb									
TEXSTAR	LGIP	TexSTAR	0.00	5,057.01	5,057.01	0.00	0.00	0.00	5,057.01
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	4,750.00	7,500.00	0.00	0.00	12,250.00	333.07	7,833.07
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	4,277.78	17,500.00	0.00	0.00	21,777.78	(658.35)	16,841.65
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	20,281.15	16,153.12	32,306.25	0.00	4,128.02	(1,421.04)	14,732.08
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	11,128.22	10,116.57	20,233.13	0.00	1,011.66	(3,892.24)	6,224.33
Total for Passthrough Toll Reimb			40,437.15	56,326.70	57,596.39	0.00	39,167.46	(5,638.56)	50,688.14
Pearson Place Construction Fund									
LOGIC	LGIP	LOGIC	0.00	1,893.64	1,893.64	0.00	0.00	0.00	1,893.64
Total for Pearson Place Construction Fund			0.00	1,893.64	1,893.64	0.00	0.00	0.00	1,893.64
Pearson Place Debt Service Fund									
LOGIC	LGIP	LOGIC	0.00	56.18	56.18	0.00	0.00	0.00	56.18
Total for Pearson Place Debt Service Fund			0.00	56.18	56.18	0.00	0.00	0.00	56.18
Pooled Funds									
TEXPOOL	LGIP	TexPool	0.00	13,100.72	13,100.72	0.00	0.00	0.00	13,100.72
TEXPRIME	LGIP	TexPool Prime	0.00	4,083.94	4,083.94	0.00	0.00	0.00	4,083.94
Total for Pooled Funds			0.00	17,184.66	17,184.66	0.00	0.00	0.00	17,184.66

CUSIP	Security Type	Security Description	Beg. Accrued	Interest Earned	Interest Rec'd / Sold / Matured	Interest Purchased	Ending Accrued	Disc Accr / Prem Amort	Net Income
PTT I-35									
Total for PTT I-35			0.00	0.00	0.00	0.00	0.00	0.00	0.00
Road and Bridge General									
TEXPOOL	LGIP	TexPool	0.00	23.10	23.10	0.00	0.00	0.00	23.10
TEXPRIME	LGIP	TexPool Prime	0.00	20,986.75	20,986.75	0.00	0.00	0.00	20,986.75
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	0.00	0.00	0.00	0.00	0.00	4,987.50	4,987.50
89233GKU9	CP - DISC	Toyota Mtr Cr 0.000 10/28/16	0.00	0.00	0.00	0.00	0.00	6,210.00	6,210.00
46640PLG6	CP - DISC	J.P.Morgan Sec 0.000 11/16/16	0.00	0.00	0.00	0.00	0.00	11,883.35	11,883.35
89233GSS6	CP - DISC	Toyota Mtr Cr 0.000 05/26/17	0.00	0.00	0.00	0.00	0.00	2,851.68	2,851.68
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	1,833.33	7,500.00	0.00	0.00	9,333.33	(282.15)	7,217.85
Total for Road and Bridge General			1,833.33	28,509.85	21,009.85	0.00	9,333.33	25,650.38	54,160.23
Tobacco Funds									
TEXPOOL	LGIP	TexPool	0.00	8.12	8.12	0.00	0.00	0.00	8.12
TEXPRIME	LGIP	TexPool Prime	0.00	2,767.81	2,767.81	0.00	0.00	0.00	2,767.81
46640PJ20	CP - DISC	J.P.Morgan Sec 0.000 09/02/16	0.00	0.00	0.00	0.00	0.00	3,325.00	3,325.00
46640PSQ7	CP - DISC	J.P.Morgan Sec 0.000 05/24/17	0.00	0.00	0.00	0.00	0.00	1,675.55	1,675.55
Total for Tobacco Funds			0.00	2,775.93	2,775.93	0.00	0.00	5,000.55	7,776.48
Unlimited Tax Road Bonds - Series 2007									
TEXPOOL	LGIP	TexPool	0.00	45.32	45.32	0.00	0.00	0.00	45.32
TEXPRIME	LGIP	TexPool Prime	0.00	17,033.80	17,033.80	0.00	0.00	0.00	17,033.80
Total for Unlimited Tax Road Bonds - Series 2007			0.00	17,079.12	17,079.12	0.00	0.00	0.00	17,079.12
Total for Williamson County			336,867.82	626,429.96	663,485.30	(195.00)	300,007.48	253,214.36	879,644.32

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Investment Transactions
From 07/01/2016 to 09/30/2016

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Park Bond															
Purchases															
09/13/16	09/14/16	46640PT94	CP - DISC	J.P.Morgan Sec		06/09/17		10,000,000.00	99.159	9,915,877.78	0.00	9,915,877.78		1.140	1.140
Total for: Purchases								10,000,000.00		9,915,877.78	0.00	9,915,877.78		1.140	1.140
2013 Road Bond															
Sales															
07/19/16	07/26/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.375	
08/05/16	08/10/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		15,000,000.00	100.000	15,000,000.00	0.00	15,000,000.00		0.375	
Total for: Sales								23,000,000.00		23,000,000.00	0.00	23,000,000.00		0.375	
Maturities															
07/15/16	07/15/16	89233GGF7	CP - DISC	Toyota Mtr Cr		07/15/16		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.662	
08/08/16	08/08/16	46640PH89	CP - DISC	J.P.Morgan Sec		08/08/16		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.813	
09/07/16	09/07/16	64105RJ76	CP - DISC	Nestle Finance Intl Ltd		09/07/16		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.552	
09/30/16	09/30/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		4,719,374.48	100.000	4,719,374.48	0.00	4,719,374.48		0.375	
Total for: Maturities								28,719,374.48		28,719,374.48	0.00	28,719,374.48		0.626	
Purchases															
07/13/16	07/15/16	89233GRB4	CP - DISC	Toyota Mtr Cr		04/11/17		8,000,000.00	99.213	7,937,000.00	0.00	7,937,000.00		1.058	1.058
08/09/16	08/11/16	48306AQ75	CP - DISC	Kaiser Foundation Hospital		03/07/17		15,097,000.00	99.393	15,005,411.53	0.00	15,005,411.53		1.056	1.056
09/06/16	09/07/16	48306AQF7	CP - DISC	Kaiser Foundation Hospital		03/15/17		7,092,000.00	99.423	7,051,043.70	0.00	7,051,043.70		1.106	1.106
09/23/16	09/26/16	46640PTL7	CP - DISC	J.P.Morgan Sec		06/20/17		5,000,000.00	99.162	4,958,095.83	0.00	4,958,095.83		1.140	1.140
Total for: Purchases								35,189,000.00		34,951,551.06	0.00	34,951,551.06		1.079	1.079
Income Payments															
07/01/16	07/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16				0.00	11,571.88	11,571.88			
07/07/16	07/07/16	3133EFK30	AGCY BULET	FFCB	0.770	07/07/17				0.00	17,966.67	17,966.67			
07/28/16	07/28/16	3137EADJ5	AGCY BULET	FHLMC	1.000	07/28/17				0.00	10,000.00	10,000.00			
08/01/16	07/31/16	912828SC5	TREAS NOTE	U.S. Treasury	0.875	01/31/17				0.00	39,375.00	39,375.00			

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Investment Transactions
From 07/01/2016 to 09/30/2016

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2013 Road Bond															
Income Payments															
08/01/16	08/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16				0.00	8,242.16	8,242.16			
08/14/16	08/13/16	3130A4AQ5	AGCY BULET	FHLB	0.750	02/13/17				0.00	33,750.00	33,750.00			
09/01/16	09/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16				0.00	2,880.15	2,880.15			
09/08/16	09/08/16	3137EADC0	AGCY BULET	FHLMC	1.000	03/08/17				0.00	30,000.00	30,000.00			
09/18/16	09/18/16	3134G3J68	AGCY BULET	FHLMC	0.900	09/18/17				0.00	18,000.00	18,000.00			
09/30/16	09/30/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16				0.00	1,425.64	1,425.64			
Total for: Income Payments										0.00	173,211.50	173,211.50			
Capitalized Interest															
07/01/16	07/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		11,571.88	100.000	11,571.88	0.00	11,571.88			
08/01/16	08/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		8,242.16	100.000	8,242.16	0.00	8,242.16			
09/01/16	09/01/16	FLEXWILCO	FLEX REPO	Flex Repo-Deutsche Bk Sec	0.375	09/30/16		2,880.15	100.000	2,880.15	0.00	2,880.15			
Total for: Capitalized Interest								22,694.19		22,694.19	0.00	22,694.19			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
2015 CO BONDS															
Maturities															
09/02/16	09/02/16	64105RJ27	CP - DISC	Nestle Finance Intl Ltd		09/02/16		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.602	
09/27/16	09/27/16	46640PJT1	CP - DISC	J.P.Morgan Sec		09/27/16		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.833	
Total for: Maturities								16,000,000.00		16,000,000.00	0.00	16,000,000.00		0.717	
Purchases															
09/06/16	09/06/16	48306AQF7	CP - DISC	Kaiser Foundation Hospital		03/15/17		8,000,000.00	99.419	7,953,555.56	0.00	7,953,555.56		1.106	1.106
Total for: Purchases								8,000,000.00		7,953,555.56	0.00	7,953,555.56		1.106	1.106
Income Payments															
08/15/16	08/15/16	742651DN9	AGCY BULET	PEFCO	1.375	02/15/17				0.00	20,796.88	20,796.88			
09/29/16	09/29/16	3130A7N84	AGCY BULET	FHLB	0.625	03/29/17				0.00	18,750.00	18,750.00			
Total for: Income Payments										0.00	39,546.88	39,546.88			

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Investment Transactions
From 07/01/2016 to 09/30/2016

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
General Fund															
Calls															
08/25/16	08/26/16	3134G8N88	AGCY CALL	FHLMC	1.100	02/26/18	08/26/16	5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		1.100	
Total for: Calls								5,000,000.00		5,000,000.00	0.00	5,000,000.00		1.100	
Maturities															
07/05/16	07/05/16	89233GG59	CP - DISC	Toyota Mtr Cr		07/05/16		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.702	
08/02/16	08/02/16	89233GH25	CP - DISC	Toyota Mtr Cr		08/02/16		4,000,000.00	100.000	4,000,000.00	0.00	4,000,000.00		0.763	
08/18/16	08/18/16	3130A4D41	AGCY BULET	FHLB	0.500	08/18/16		8,000,000.00	100.000	8,000,000.00	0.00	8,000,000.00		0.530	
09/13/16	09/13/16	46640PJD6	CP - DISC	J.P.Morgan Sec		09/13/16		7,000,000.00	100.000	7,000,000.00	0.00	7,000,000.00		0.925	
Total for: Maturities								26,000,000.00		26,000,000.00	0.00	26,000,000.00		0.719	
Purchases															
06/23/16	07/07/16	23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr	0.985	10/01/18		5,000,000.00	100.000	5,000,000.00	0.00	5,000,000.00		0.985	0.985
08/30/16	08/31/16	3133EFEU7	AGCY BULET	FFCB	0.780	08/28/17		3,000,000.00	100.080	3,002,400.00	195.00	3,002,595.00		0.699	0.699
Total for: Purchases								8,000,000.00		8,002,400.00	195.00	8,002,595.00		0.878	0.878
Income Payments															
08/01/16	07/31/16	912828XP0	TREAS NOTE	U.S. Treasury	0.625	07/31/17				0.00	15,625.00	15,625.00			
08/18/16	08/18/16	3130A4D41	AGCY BULET	FHLB	0.500	08/18/16				0.00	20,000.00	20,000.00			
08/26/16	08/26/16	3134G8N88	AGCY CALL	FHLMC	1.100	02/26/18				0.00	27,041.67	27,041.67			
09/09/16	09/09/16	313378A43	AGCY BULET	FHLB	1.375	03/09/18				0.00	34,375.00	34,375.00			
09/28/16	09/28/16	3134G9NM5	AGCY CALL	FHLMC	1.150	09/28/18				0.00	15,812.50	15,812.50			
09/30/16	09/30/16	3134G7M73	AGCY CALL	FHLMC	1.000	03/30/18				0.00	25,000.00	25,000.00			
Total for: Income Payments										0.00	137,854.17	137,854.17			

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW
Passthrough Toll Reimb															
Income Payments															
09/08/16	09/08/16	313380EC7	AGCY BULET	FHLB	0.750	09/08/17				0.00	32,306.25	32,306.25			
09/22/16	09/22/16	3133EDVU3	AGCY BULET	FFCB	1.125	09/22/17				0.00	20,233.13	20,233.13			
Total for: Income Payments										0.00	52,539.38	52,539.38			
Road and Bridge General															
Maturities															
09/02/16	09/02/16	46640PJ20	CP - DISC	J.P.Morgan Sec		09/02/16		3,000,000.00	100.000	3,000,000.00	0.00	3,000,000.00		0.957	
Total for: Maturities								3,000,000.00		3,000,000.00	0.00	3,000,000.00		0.957	
Purchases															
09/01/16	09/02/16	89233GSS6	CP - DISC	Toyota Mtr Cr		05/26/17		3,000,000.00	99.128	2,973,843.33	0.00	2,973,843.33		1.190	1.190
Total for: Purchases								3,000,000.00		2,973,843.33	0.00	2,973,843.33		1.190	1.190
Tobacco Funds															
Maturities															
09/02/16	09/02/16	46640PJ20	CP - DISC	J.P.Morgan Sec		09/02/16		2,000,000.00	100.000	2,000,000.00	0.00	2,000,000.00		0.957	
Total for: Maturities								2,000,000.00		2,000,000.00	0.00	2,000,000.00		0.957	
Purchases															
09/01/16	09/02/16	46640PSQ7	CP - DISC	J.P.Morgan Sec		05/24/17		2,000,000.00	99.237	1,984,746.67	0.00	1,984,746.67		1.048	1.048
Total for: Purchases								2,000,000.00		1,984,746.67	0.00	1,984,746.67		1.048	1.048

Trade Date	Settle Date	CUSIP	Security Type	Security Description	Coupon	Mty Date	Call Date	Par Value	Price	Principal Amount	Int Purchased / Received	Total Amount	Realized Gain / Loss	YTM	YTW

Total for All Portfolios

Transaction Type	Quantity	Total Amount	Realized G/L	YTM	YTW
Total Sales	23,000,000.00	23,000,000.00		0.375	
Total Calls	5,000,000.00	5,000,000.00		1.100	
Total Maturities	75,719,374.48	75,719,374.48		0.699	
Total Purchases	66,189,000.00	65,782,169.40		1.071	1.071
Total Income Payments	0.00	403,151.93			
Total Capitalized Interest	22,694.19	22,694.19			

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Amortization and Accretion
From 06/30/2016 to 09/30/2016

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2013 Park Bond											
46640PT94	09/14/16	CP - DISC	J.P.Morgan Sec 0.000 06/09/17		10,000,000.00	99.159	9,915,877.78	5,336.12	5,336.12	78,786.10	9,921,213.90
Total for 2013 Park Bond					10,000,000.00		9,915,877.78	5,336.12	5,336.12	78,786.10	9,921,213.90
2013 Road Bond											
89233GGF7	02/09/16	CP - DISC	Toyota Mtr Cr 0.000 07/15/16		0.00	99.712	0.00	2,053.36	0.00	0.00	0.00
46640PH89	02/09/16	CP - DISC	J.P.Morgan Sec 0.000 08/08/16		0.00	99.593	0.00	6,840.00	0.00	0.00	0.00
64105RJ76	02/10/16	CP - DISC	Nestle Finance Intl Ltd 0.000 09/07/16		0.00	99.679	0.00	8,311.12	0.00	0.00	0.00
FLEXWILCO	07/17/14	FLEX REPO	Flex Repo-Deutsche Bk Sec 0.375 09/30/16		0.00	100.000	0.00	0.00	0.00	0.00	0.00
89233GKB1	02/10/16	CP - DISC	Toyota Mtr Cr 0.000 10/11/16		9,000,000.00	99.471	8,952,420.00	17,939.97	45,629.97	1,950.03	8,998,049.97
46640PLA9	02/18/16	CP - DISC	J.P.Morgan Sec 0.000 11/10/16		9,000,000.00	99.298	8,936,825.00	21,849.93	53,674.96	9,500.04	8,990,499.96
89233GM52	03/10/16	CP - DISC	Toyota Mtr Cr 0.000 12/05/16		4,000,000.00	99.258	3,970,300.00	10,120.00	22,550.00	7,150.00	3,992,850.00
3130A0C65	02/22/16	AGCY BULET	FHLB 0.625 12/28/16		5,000,000.00	100.032	5,001,600.00	(472.45)	(1,143.25)	(456.75)	5,000,456.75
912828SC5	02/18/16	TREAS NOTE	U.S. Treasury 0.875 01/31/17		9,000,000.00	100.281	9,025,312.50	(6,684.30)	(16,471.08)	(8,841.42)	9,008,841.42
3130A4AQ5	02/09/16	AGCY BULET	FHLB 0.750 02/13/17		9,000,000.00	100.111	9,009,990.00	(2,470.68)	(6,360.93)	(3,629.07)	9,003,629.07
48306AQ75	08/11/16	CP - DISC	Kaiser Foundation Hospital 0.000 03/07/17		15,097,000.00	99.393	15,005,411.53	22,456.74	22,456.74	69,131.73	15,027,868.27
3137EADC0	02/22/16	AGCY BULET	FHLMC 1.000 03/08/17		6,000,000.00	100.373	6,022,380.00	(5,354.40)	(13,017.24)	(9,362.76)	6,009,362.76
48306AQF7	09/07/16	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17		7,092,000.00	99.423	7,051,043.70	5,200.78	5,200.78	35,755.52	7,056,244.48
89233GQQ2	06/30/16	CP - DISC	Toyota Mtr Cr 0.000 03/24/17		8,000,000.00	99.310	7,944,820.00	19,013.36	19,220.00	35,960.00	7,964,040.00
89233GRB4	07/15/16	CP - DISC	Toyota Mtr Cr 0.000 04/11/17		8,000,000.00	99.213	7,937,000.00	18,200.00	18,200.00	44,800.00	7,955,200.00
3135G0JA2	02/22/16	AGCY BULET	FNMA 1.125 04/27/17		7,000,000.00	100.509	7,035,651.00	(7,544.60)	(18,330.13)	(17,320.87)	7,017,320.87
3130A5EP0	03/03/16	AGCY BULET	FHLB 0.625 05/30/17		7,000,000.00	99.762	6,983,340.00	3,348.59	7,740.32	8,919.68	6,991,080.32
313379FW4	02/18/16	AGCY BULET	FHLB 1.000 06/09/17		2,560,000.00	100.332	2,568,499.20	(1,623.97)	(4,012.19)	(4,487.01)	2,564,487.01
3133EEX62	02/18/16	AGCY BULET	FFCB 0.800 06/16/17		4,500,000.00	100.060	4,502,700.00	(509.45)	(1,252.62)	(1,447.38)	4,501,447.38
46640PTL7	09/26/16	CP - DISC	J.P.Morgan Sec 0.000 06/20/17		5,000,000.00	99.162	4,958,095.83	784.72	784.72	41,119.45	4,958,880.55
3133EFK30	03/10/16	AGCY BULET	FFCB 0.770 07/07/17		7,000,000.00	99.882	6,991,726.00	1,561.21	3,469.83	4,804.17	6,995,195.83
3137EADJ5	03/10/16	AGCY BULET	FHLMC 1.000 07/28/17		2,000,000.00	100.173	2,003,450.00	(622.38)	(1,385.74)	(2,064.26)	2,002,064.26
3134G3J68	03/03/16	AGCY BULET	FHLMC 0.900 09/18/17		4,000,000.00	99.992	3,999,680.00	51.16	121.36	198.64	3,999,801.36
Total for 2013 Road Bond					128,249,000.00		127,900,244.76	112,448.71	137,075.50	211,679.74	128,037,320.26

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
2015 CO BONDS											
64105RJ27	04/05/16	CP - DISC	Nestle Finance Intl Ltd 0.000 09/02/16		0.00	99.750	0.00	8,400.00	0.00	0.00	0.00
46640PJT1	03/30/16	CP - DISC	J.P.Morgan Sec 0.000 09/27/16		0.00	99.583	0.00	16,231.12	0.00	0.00	0.00
48306AK30	04/08/16	CP - DISC	Kaiser Foundation Hospital 0.000 10/03/16		9,000,000.00	99.614	8,965,290.00	17,940.06	34,320.03	389.97	8,999,610.03
89233GMP8	03/30/16	CP - DISC	Toyota Mtr Cr 0.000 12/23/16		8,000,000.00	99.263	7,941,040.00	20,240.00	40,700.00	18,260.00	7,981,740.00
3130A7T62	04/18/16	AGCY BULET	FHLB 0.550 01/18/17		6,000,000.00	99.985	5,999,100.00	301.14	543.30	356.70	5,999,643.30
742651DN9	04/18/16	AGCY BULET	PEFCO 1.375 02/15/17		3,025,000.00	100.577	3,042,443.78	(5,284.04)	(9,561.36)	(7,882.42)	3,032,882.42
48306AQF7	09/06/16	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17		8,000,000.00	99.419	7,953,555.56	6,111.08	6,111.08	40,333.36	7,959,666.64
3130A7N84	03/30/16	AGCY BULET	FHLB 0.625 03/29/17		6,000,000.00	99.935	5,996,100.00	976.14	1,963.08	1,936.92	5,998,063.08
Total for 2015 CO BONDS					40,025,000.00		39,897,529.34	64,915.50	74,076.13	53,394.53	39,971,605.47

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
General Fund											
89233GG59	01/28/16	CP - DISC	Toyota Mtr Cr 0.000 07/05/16		0.00	99.691	0.00	544.46	0.00	0.00	0.00
89233GH25	01/28/16	CP - DISC	Toyota Mtr Cr 0.000 08/02/16		0.00	99.605	0.00	2,702.24	0.00	0.00	0.00
3130A4D41	03/04/15	AGCY BULET	FHLB 0.500 08/18/16		0.00	99.956	0.00	316.32	0.00	0.00	0.00
46640PJD6	01/29/16	CP - DISC	J.P.Morgan Sec 0.000 09/13/16		0.00	99.417	0.00	13,237.77	0.00	0.00	0.00
46640PKB8	01/29/16	CP - DISC	J.P.Morgan Sec 0.000 10/11/16		7,000,000.00	99.310	6,951,715.56	17,352.23	46,398.36	1,886.08	6,998,113.92
912828RM4	11/12/15	TREAS NOTE	U.S. Treasury 1.000 10/31/16		5,000,000.00	100.367	5,018,359.38	(4,753.75)	(16,809.23)	(1,550.15)	5,001,550.15
46640PPT4	06/06/16	CP - DISC	J.P.Morgan Sec 0.000 02/27/17		7,000,000.00	99.180	6,942,588.33	19,856.62	25,252.48	32,159.19	6,967,840.81
3133EFKR7	10/30/15	AGCY BULET	FFCB 0.500 04/21/17		5,000,000.00	99.899	4,994,935.00	858.25	3,152.85	1,912.15	4,998,087.85
912828XP0	11/12/15	TREAS NOTE	U.S. Treasury 0.625 07/31/17		5,000,000.00	99.715	4,985,742.19	2,080.95	7,335.86	6,921.95	4,993,078.05
3133EFEU7	08/31/16	AGCY BULET	FFCB 0.780 08/28/17		3,000,000.00	100.080	3,002,400.00	(186.63)	(186.63)	(2,213.37)	3,002,213.37
3134G7V99	10/29/15	AGCY CALL	FHLMC 0.830 10/27/17	10/27/16	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G8N88	02/29/16	AGCY CALL	FHLMC 1.100 02/26/18	08/26/16	0.00	100.000	0.00	0.00	0.00	0.00	0.00
313378A43	10/29/15	AGCY BULET	FHLB 1.375 03/09/18		5,000,000.00	101.332	5,066,617.00	(7,029.65)	(25,864.25)	(40,752.75)	5,040,752.75
3134G7M73	09/30/15	AGCY CALL	FHLMC 1.000 03/30/18	12/30/16	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G9JD0	05/17/16	AGCY CALL	FHLMC 1.000 05/11/18	11/11/16	5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3134G9NM5	06/28/16	AGCY CALL	FHLMC 1.150 09/28/18	12/28/16	5,500,000.00	100.000	5,500,000.00	0.00	0.00	0.00	5,500,000.00
23542JBD6	07/07/16	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18		5,000,000.00	100.000	5,000,000.00	0.00	0.00	0.00	5,000,000.00
3133EFLY1	10/29/15	AGCY BULET	FFCB 0.930 10/29/18		5,000,000.00	99.874	4,993,680.00	522.85	1,923.60	4,396.40	4,995,603.60
Total for General Fund					67,500,000.00		67,456,037.46	45,501.66	41,203.04	2,759.50	67,497,240.50
Passthrough Toll Reimb											
3130A7YB5	05/04/16	AGCY BULET	FHLB 0.625 05/04/17		4,800,000.00	99.972	4,798,665.60	333.07	543.98	790.42	4,799,209.58
313379FW4	12/22/15	AGCY BULET	FHLB 1.000 06/09/17		7,000,000.00	100.055	7,003,850.00	(658.35)	(2,029.58)	(1,820.42)	7,001,820.42
313380EC7	06/20/16	AGCY BULET	FHLB 0.750 09/08/17		8,615,000.00	100.081	8,621,978.15	(1,421.04)	(1,594.12)	(5,384.03)	8,620,384.03
3133EDVU3	06/20/16	AGCY BULET	FFCB 1.125 09/22/17		3,597,000.00	100.546	3,616,639.62	(3,892.24)	(4,367.73)	(15,271.89)	3,612,271.89
Total for Passthrough Toll Reimb					24,012,000.00		24,041,133.37	(5,638.56)	(7,447.45)	(21,685.92)	24,033,685.92

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Amortization and Accretion
From 06/30/2016 to 09/30/2016

CUSIP	Settle Date	Security Type	Security Description	Next Call Date	Purchase Qty	Orig Price	Original Cost	Amrt/Accr for Period	Total Amrt/Accr Since Purch	Remaining Disc / Prem	Book Value
Road and Bridge General											
46640PJ20	12/10/15	CP - DISC	J.P.Morgan Sec 0.000 09/02/16		0.00	99.295	0.00	4,987.50	0.00	0.00	0.00
89233GKU9	02/02/16	CP - DISC	Toyota Mtr Cr 0.000 10/28/16		3,000,000.00	99.395	2,981,842.50	6,210.00	16,335.00	1,822.50	2,998,177.50
46640PLG6	03/18/16	CP - DISC	J.P.Morgan Sec 0.000 11/16/16		5,000,000.00	99.372	4,968,612.50	11,883.35	25,445.85	5,941.65	4,994,058.35
89233GSS6	09/02/16	CP - DISC	Toyota Mtr Cr 0.000 05/26/17		3,000,000.00	99.128	2,973,843.33	2,851.68	2,851.68	23,304.99	2,976,695.01
313379FW4	12/22/15	AGCY BULET	FHLB 1.000 06/09/17		3,000,000.00	100.055	3,001,650.00	(282.15)	(869.82)	(780.18)	3,000,780.18
Total for Road and Bridge General					14,000,000.00		13,925,948.33	25,650.38	43,762.71	30,288.96	13,969,711.04
Tobacco Funds											
46640PJ20	12/10/15	CP - DISC	J.P.Morgan Sec 0.000 09/02/16		0.00	99.295	0.00	3,325.00	0.00	0.00	0.00
46640PSQ7	09/02/16	CP - DISC	J.P.Morgan Sec 0.000 05/24/17		2,000,000.00	99.237	1,984,746.67	1,675.55	1,675.55	13,577.78	1,986,422.22
Total for Tobacco Funds					2,000,000.00		1,984,746.67	5,000.55	1,675.55	13,577.78	1,986,422.22
Total for Williamson County					285,786,000.00		285,121,517.71	253,214.36	295,681.60	368,800.69	285,417,199.31

FirstSouthwest AssetManagement
A Hilltop Holdings Company.

Williamson County
Projected Cash Flows
Cash Flows for next 180 days from 09/30/2016

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
2013 Road Bond						
89233GKB1	CP - DISC	Toyota Mtr Cr 0.000 10/11/16	10/11/16	0.00	9,000,000.00	9,000,000.00
3135G0JA2	AGCY BULET	FNMA 1.125 04/27/17	10/27/16	39,375.00	0.00	39,375.00
46640PLA9	CP - DISC	J.P.Morgan Sec 0.000 11/10/16	11/10/16	0.00	9,000,000.00	9,000,000.00
3130A5EP0	AGCY BULET	FHLB 0.625 05/30/17	11/30/16	21,875.00	0.00	21,875.00
89233GM52	CP - DISC	Toyota Mtr Cr 0.000 12/05/16	12/05/16	0.00	4,000,000.00	4,000,000.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	12/09/16	12,800.00	0.00	12,800.00
3133EEX62	AGCY BULET	FFCB 0.800 06/16/17	12/16/16	18,000.00	0.00	18,000.00
3130A0C65	AGCY BULET	FHLB 0.625 12/28/16	12/28/16	15,625.00	5,000,000.00	5,015,625.00
3133EFK30	AGCY BULET	FFCB 0.770 07/07/17	01/07/17	26,950.00	0.00	26,950.00
3137EADJ5	AGCY BULET	FHLMC 1.000 07/28/17	01/28/17	10,000.00	0.00	10,000.00
912828SC5	TREAS NOTE	U.S. Treasury 0.875 01/31/17	01/31/17	39,375.00	9,000,000.00	9,039,375.00
3130A4AQ5	AGCY BULET	FHLB 0.750 02/13/17	02/13/17	33,750.00	9,000,000.00	9,033,750.00
48306AQ75	CP - DISC	Kaiser Foundation Hospital 0.000 03/07/17	03/07/17	0.00	15,097,000.00	15,097,000.00
3137EADC0	AGCY BULET	FHLMC 1.000 03/08/17	03/08/17	30,000.00	6,000,000.00	6,030,000.00
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	03/15/17	0.00	7,092,000.00	7,092,000.00
3134G3J68	AGCY BULET	FHLMC 0.900 09/18/17	03/18/17	18,000.00	0.00	18,000.00
89233GQQ2	CP - DISC	Toyota Mtr Cr 0.000 03/24/17	03/24/17	0.00	8,000,000.00	8,000,000.00
Total for 2013 Road Bond				**265,750.00**	**81,189,000.00**	**81,454,750.00**
2015 CO BONDS						
48306AK30	CP - DISC	Kaiser Foundation Hospital 0.000 10/03/16	10/03/16	0.00	9,000,000.00	9,000,000.00
89233GMP8	CP - DISC	Toyota Mtr Cr 0.000 12/23/16	12/23/16	0.00	8,000,000.00	8,000,000.00
3130A7T62	AGCY BULET	FHLB 0.550 01/18/17	01/18/17	24,750.00	6,000,000.00	6,024,750.00
742651DN9	AGCY BULET	PEFCO 1.375 02/15/17	02/15/17	20,796.87	3,025,000.00	3,045,796.87
48306AQF7	CP - DISC	Kaiser Foundation Hospital 0.000 03/15/17	03/15/17	0.00	8,000,000.00	8,000,000.00
3130A7N84	AGCY BULET	FHLB 0.625 03/29/17	03/29/17	18,750.00	6,000,000.00	6,018,750.00
Total for 2015 CO BONDS				**64,296.87**	**40,025,000.00**	**40,089,296.87**

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
General Fund						
23542JBD6	MUNICIPAL	Dallas Wtrwks & Swr 0.985 10/01/18	10/01/16	11,491.66	0.00	11,491.66
46640PKB8	CP - DISC	J.P.Morgan Sec 0.000 10/11/16	10/11/16	0.00	7,000,000.00	7,000,000.00
3133EFKR7	AGCY BULET	FFCB 0.500 04/21/17	10/21/16	12,500.00	0.00	12,500.00
3134G7V99	AGCY CALL	FHLMC 0.830 10/27/17	10/27/16	20,750.00	0.00	20,750.00
3133EFLY1	AGCY BULET	FFCB 0.930 10/29/18	10/29/16	23,250.00	0.00	23,250.00
912828RM4	TREAS NOTE	U.S. Treasury 1.000 10/31/16	10/31/16	25,000.00	5,000,000.00	5,025,000.00
3134G9JD0	AGCY CALL	FHLMC 1.000 05/11/18	11/11/16	25,000.00	0.00	25,000.00
912828XP0	TREAS NOTE	U.S. Treasury 0.625 07/31/17	01/31/17	15,625.00	0.00	15,625.00
46640PPT4	CP - DISC	J.P.Morgan Sec 0.000 02/27/17	02/27/17	0.00	7,000,000.00	7,000,000.00
3133EFEU7	AGCY BULET	FFCB 0.780 08/28/17	02/28/17	11,700.00	0.00	11,700.00
313378A43	AGCY BULET	FHLB 1.375 03/09/18	03/09/17	34,375.00	0.00	34,375.00
3134G9NM5	AGCY CALL	FHLMC 1.150 09/28/18	03/28/17	31,625.00	0.00	31,625.00
Total for General Fund				211,316.66	19,000,000.00	19,211,316.66
Passthrough Toll Reimb						
3130A7YB5	AGCY BULET	FHLB 0.625 05/04/17	11/04/16	15,000.00	0.00	15,000.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	12/09/16	35,000.00	0.00	35,000.00
313380EC7	AGCY BULET	FHLB 0.750 09/08/17	03/08/17	32,306.25	0.00	32,306.25
3133EDVU3	AGCY BULET	FFCB 1.125 09/22/17	03/22/17	20,233.12	0.00	20,233.12
Total for Passthrough Toll Reimb				102,539.37	0.00	102,539.37
Road and Bridge General						
89233GKU9	CP - DISC	Toyota Mtr Cr 0.000 10/28/16	10/28/16	0.00	3,000,000.00	3,000,000.00
46640PLG6	CP - DISC	J.P.Morgan Sec 0.000 11/16/16	11/16/16	0.00	5,000,000.00	5,000,000.00
313379FW4	AGCY BULET	FHLB 1.000 06/09/17	12/09/16	15,000.00	0.00	15,000.00
Total for Road and Bridge General				15,000.00	8,000,000.00	8,015,000.00

FirstSouthwest AssetManagement
A Hilltop Holdings Company

Williamson County
Projected Cash Flows
Cash Flows for next 180 days from 09/30/2016

CUSIP	Security Type	Security Description	Pay Date	Interest	Principal	Total Amount
Total for All Portfolios						
			October 2016	132,366.66	33,000,000.00	33,132,366.66
			November 2016	61,875.00	14,000,000.00	14,061,875.00
			December 2016	96,425.00	17,000,000.00	17,096,425.00
			January 2017	116,700.00	15,000,000.00	15,116,700.00
			February 2017	66,246.87	19,025,000.00	19,091,246.87
			March 2017	185,289.37	50,189,000.00	50,374,289.37
		Total Projected Cash Flows for Williamson County		**658,902.90**	**148,214,000.00**	**148,872,902.90**

Commissioners Court - Regular Session 8.

Meeting Date: 11/01/2016

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 authoring the disposal of various county assets through auction including (2) Chairs, (1) Table, (2) Fax machines, (22) Computers, (9) Monitors, (2) Monitors with speakers, (1) Monitor stand, (4) Computer Keyboards, (6) Computer Mice, (2) Docking stations, (5) Computer Battery packs, (5) Laptop bags, (1) Mp3 player, (1) LG Cell phone, (1) Space heater, (3) Calculators, (1) Printer, (3) Phone cords, (2) Boxes of Misc.cords, (11) Switch's, (1) Box of memory sticks, (1) Router, (3) Tape Drive Boxes, (1) KVM, (3) Access points, (1) NAS Storage Unit, (1) Power connect, (1) Web Filter, (6) UPS's, (2) Servers, (1) Dishwasher (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Asset Transfer 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:21 AM
Form Started By: Jayme Jasso		Started On: 10/26/2016 04:07 PM
Final Approval Date: 10/27/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HON Brand, Rust Color Rolling Chair, Model: 7901GG	Schedule: GB147B		Non-Working
1	HON Brand, Black Color Small Table	Serial No. MX0B8C		Non-Working

Parties involved:

FROM (Transferor Department): County Clerk Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Sean Johnson
Print Name

+1 (512) 943-1549
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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OCT 11 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Brother Intellifax 2800 Facsimile Machine	Serial No. U56577E2J376999		Working
1	Brother Intellifax 2800 Facsimile Machine	Serial No. U56577C4J359921		Working

Parties involved:

FROM (Transferor Department): County Clerk Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

+1 (512) 943-1521
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

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OCT 11

Print Name

Phone Number

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Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

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

Parties involved:

FROM (Transferor Department): County Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

Date

Contact Person:

Lisa Moore
Print Name

943-1623
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Asset Detail

Quantity	*Description*	*Manufacturer ID #*	*County Tag #*	*Condition of Asset*
1	Dell Optiplex 790	1XPW7Q1	C03109	unknown
1	Dell Optiplex 780	BSKVNN1	none	unknown
1	Dell Optiplex 740	797XHL1	none	unknown
1	Dell Latitude	6SM55R1	none	unknown
1	Dell Latitude	42D55R1	none	unknown
1	Dell Latitude E6510	654TWN1	C02930	unknown
1	Dell Latitude D630	D16QQH1	C02124	unknown
1	Dell Latitude E6510	254TWN1	C02931	unknown
1	Dell Latitude D630	H16QQH1	C02125	unknown
4	Monitors	none	none	unknown
2	Monitors w/speakers	none	none	unknown
1	Monitor Stand	none	none	working
2	Computer Keyboards	none	none	unknown
6	Computer Mice	none	none	unknown
2	Computer Docking Stations	none	none	unknown
5	Computer Battery Packs	none	none	unknown
5	Computer Laptop Bags, Black	none	none	working
1	MP3 Player and cord	none	none	unknown
1	LG Net 10 Cell Phone	none	none	unknown
1	Space Heater	none	none	not working
1	Canon MP11DX Calculator	none	none	not working
1	Victor 1240-3A Calculator	none	none	not working
1	Canon MP24D Calculator	none	none	not working
1	Canon CP1213D	none	none	not working
3	Phone Cords	none	none	unknown
	Miscellaneous Power Cords and Cables	none	none	unknown

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WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
	(see attached list) 2 pages			

Parties involved:

FROM (Transferor Department): Technology Services

Transferor - Elected Official/Department Head/ Authorized Staff:

Richard Semple
Print Name

Richard Semple
Signature

Date

Contact Person:

Holly Shell
Print Name

512-943-1450
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Tony Hill
Print Name

Phone Number

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WILLIAMSON COUNTY 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 _____

(1)

Technology Services Auction Items-

2-Dell 15" Monitor

2-Dell 17" Monitor

1-LG Monitor

2- Dell Keyboards

Dell Power Connect Switch 5448 Serial Tag#BGXRFH1

Cisco 2950 Switch #FAB0601P0TN

Cisco 2960 Switch #FOC1051ZCEY

Cisco 2950 Switch #FOC0923Z0M4

Cisco 3550 Switch #CAT0722Z047

Cisco 2950 Switch #FHK0649Y21C

Cisco 2960 Switch #FOC1225X53D

Box of RAM-Misc Memory Sticks

Cisco 1841 Router #FTX1202Y0VQ

Dell 3524 Switch #GKBSFH1

Dell 5448 Switch #4MXRFH1

Dell 2824 Switch #9TTQFH1

Dell 3448 Switch #HLN0L71

Dell Powervault Tape Drive-NON WORKING

Dell KVM

3-Cisco Access Points

NAS Storage Unit

Misc box of Cables

Dell OptiPlex 740-Wilco #C01929

Dell PowerEdge T110II #C1XYL02

Dell Dimension 4600 #4Q00M51

2-HP Laptop 620

Dell PowerEdge T300 #4M4MPH1

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WILLIAMSON COUNTY, TEXAS

(2)

Dell OptiPlex 780-Wilco #C02683

Dell Power Connect 3448 #B6POL71

Barracuda Web Filter

3-Tape Drive Boxes

Dell PowerEdge 2850-Wilco# C02417

5-U.P.S

Dell Blade Server Enclosure M100E #DNVKDG1

PowerEdge 600 #FNVKDG1

PowerEdge 600 #FDFNQG1

PowerEdge 600 #14XMMH1

PowerEdge 600 #GNVKDG1

Dell 2970 Server #BXD0RN1

Dell U.P.S. 1920W

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WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	FAGOR Commercial Dishwasher, 2009-2010 model year	AD-120 W		Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:

FROM (Transferor Department): Central Texas Treatment Center, 601 Alligator Lane, Granger Texas, 76530

Transferor - Elected Official/Department Head/ Authorized Staff:

Steve Morrison, Director
Print Name

Signature 10-13-16 Date

Contact Person:

Raymond Cruthis
Print Name

+1 (512) 943-3782
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL OPTIPLEX 740 COMPUTER	JFTFYD1	N/A	Working

Parties involved:

FROM (Transferor Department): TAX ASSESSOR/COLLECTOR

Transferor - Elected Official/Department Head/ Authorized Staff:

LARRY GADDES
Print Name

Signature

October 7, 2016
Date

Contact Person:

JUDY KOCIAN
Print Name

+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.)

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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OCT 14 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	office chair - brown	unknown	n/a	Non-Working

Parties involved:

FROM (Transferor Department): County Judge 0100-0400

Transferor - Elected Official/Department Head/ Authorized Staff:

Rebecca Clemons
Print Name

Rebecca Clemons
Signature

Date

Contact Person:

Kathi Wysong
Print Name

+1 (512) 943-3756
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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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 9.

Meeting Date: 11/01/2016

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 trade-in of various county assets, (2) Washing machines (see attached list) pursuant to Tx. Local Gov't Code 263.152(2).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:21 AM
Form Started By: Jayme Jasso		Started On: 10/26/2016 04:33 PM
Final Approval Date: 10/27/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List: new washer, took them

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Washer Speed Queen	0610004652	43772	Non-Working
1	Washer Speed Queen	0610006110	43773	Working

Parties involved:

FROM (Transferor Department): Animal Services (Williamson Co Regional Animal Shelter)

Transferor - Elected Official/Department Head/ Authorized Staff:

Cheryl Schneider
Print Name

Cheryl Schneider
Signature

Date

Contact Person:

Print Name

512-943-3597
Phone Number

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

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

Sherman Myers 10/14
Print Name

Sherman Myers 10/14
Signature

Date

Contact Person:

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OCT 14 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session 10.

Meeting Date: 11/01/2016

Asset Transfer

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the inter-departmental transfer of (1) Currency Counter & Printer (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:21 AM
Form Started By: Jayme Jasso		Started On: 10/26/2016 04:38 PM
Final Approval Date: 10/27/2016		

FrmAudASCF01 revision 07/2014

Print Form

Williamson County
Asset Status Change Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Currency Counter & Printer Model 4062 & Model iDP 3550	Cummins Allison ID 4179	497-091	Working

Parties involved:

FROM (Transferor Department): County Treasurer

Transferor - Elected Official/Department Head/ Authorized Staff:

Jerri Jones
Print Name

Signature

October 19, 2016
Date

Contact Person:

Jerri Jones
Print Name

+1 (512) 943-1585
Phone Number

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Nancy Rister Nancy E.
Print Name

Nancy E. Rister
Signature

10-19-16
Date

Contact Person:

Sean Johnson
Print Name

+1 (512) 943-1549
Phone Number

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Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session 11.

Meeting Date: 11/01/2016

Compensation Items

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attachment for details

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Compensation

Form Review

Inbox	Reviewed By	Date
Budget Office	Ashlie Koenig	10/27/2016 11:40 AM
Human Resources (Originator)	Tara Raymore	10/27/2016 12:32 PM
Budget Office	Ashlie Koenig	10/27/2016 12:56 PM
County Judge Exec Asst.	Wendy Coco	10/27/2016 02:52 PM
Form Started By: Tara Raymore		Started On: 10/27/2016 08:49 AM
Final Approval Date: 10/27/2016		

Department	PCN	EE ID	Budget Amount	Requested	Increase Amount	% Increase	Reason for Change	Salaries From	Oracle Effective Date
911	1746	13899	$35,830.77	$35,830.77	$0.00	0	Grade Change only: From B.20 to B.21	N/A	11/4/2016
911	0171	11210	$58,632.68	$58,632.68	$0.00	0	Title Change Only: From TCO IV to Lientenant	N/A	11/4/2016
Sheriffs Office	1303	13717	$54,386.91	$55,474.65	$1,087.74	2%	Prior Service Credit - L1.3 - L1.4	Unallocated 001100	11/4/2016
Unified Road Systems	1584	04024	No Change	No Change	$0.00	0	Title/Grade Change Only - From Operator IV B23 to Operator V B25	N/A	11/4/2016
Unified Road Systems	1522	Vacant	$34,500.00	$35,000.00	$500.00	1.45%	Title/Grade Change/Salary Increase vacant position From Operator I B17 to Operator II B19	Unallocated 001100	11/4/2016
Unified Road Systems	1536	Vacant	$40,000.02	No Change	$0.00	0.00%	Title/Grade Change Only - From Operator II B19 to Operator III B21	N/A	11/4/2016
Unified Road Systems	1563	Vacant	$33,500.00	$36,000.00	$2,500.00	7.46%	Title/Grade Change/Salary Increase vacant position From Operator I B17 to Operator II B19	Unallocated 001100	11/4/2016
Unified Road Systems	1533	Vacant	$33,699.99	$36,000.00	$2,300.01	6.82%	Title/Grade Change/Salary Increase vacant position From Operator I B17 to Operator II B19	Unallocated 001100	11/4/2016
Unified Road Systems	1520	13461	$35,384.98	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1562	Vacant	$35,909.99	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1548	13409	$35,384.98	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1598	13497	$35,174.98	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1588	12014	$34,125.00	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1537	13410	$35,384.98	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1656	13329	$35,384.98	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1561	13343	$35,384.98	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1655	13184	$35,384.98	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1621	13337	$34,125.00	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1599	05607	$34,125.00	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1702	13785	$34,125.00	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1671	13725	$34,125.00	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1602	13585	$35,174.98	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1552	13605	$34,125.00	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Unified Road Systems	1534	13411	$35,384.95	No Change	$0.00	0	Title/Grade Change Only - From Operator I B17 to Operator II B19	N/A	11/4/2016
Fleet	916	Vacant	$49,464.00	No Change	$0.00	0	Title/Grade Change Only - From Service Technician III B22 to Service Technician IV B24	N/A	11/4/2016
Building Maintenance	0243	12279	$85,940.14	No Change	$0.00	0	Title/Grade Change Only - From Bldg Proj Manager IV B33 to Asst Facilities Dir III B34 - Reorganization	N/A	11/4/2016
Building Maintenance	0224	Vacant	$51,480.45	$56,017.52	$4,537.07	8.81%	Title/Grade Change/Salary Increase vacant position From HVAC Tech III B23 to Contract Coordinator I B27 - Reorganization	Unallocated 001100	11/4/2016
Building Maintenance	0229	Vacant	$36,429.41	No Change	$0.00	0	Title/Grade Change only - From Security Access Control Tech II B20 to General Maint Tech II B19	N/A	11/4/2016
Building Maintenance	0241	13018	$35,010.31	No Change	$0.00	0	Title/Grade Change only - From Security General Maint Tech I B18 to Jail Maint Tech II B19	N/A	11/4/2016
Justice of the Peace 1	0970	3828	$43,684.89	$44,558.59	$873.70	2%	Merit	Unallocated 001100	11/4/2016
Justice of the Peace 1	0976	13218	$28,556.55	$29,127.68	$571.13	2%	Merit	Unallocated 001100	11/4/2016
Justice of the Peace 1	0977	04098	$41,096.43	$41,918.36	$821.93	2%	Merit	Unallocated 001100	11/4/2016
Justice of the Peace 1	0973	12549	$31,530.08	$32,160.67	$630.59	2%	Merit	Unallocated 001100	11/4/2016
Justice of the Peace 1	0975	11447	$31,584.32	$32,216.02	$631.70	2%	Merit	Unallocated 001100	11/4/2016
Justice of the Peace 1	0971	04051	$43,983.62	$44,863.29	$879.67	2%	Merit	Unallocated 001100	11/4/2016
Justice of the Peace 1	0978	12792	$31,212.21	$31,836.46	$624.25	2%	Merit	Unallocated 001100	11/4/2016
Justice of the Peace 1	0974	13466	$30,235.77	$30,840.49	$604.72	2%	Merit	Unallocated 001100	11/4/2016
Justice of the Peace 1	0972	01121	$64,555.92	65,847.08	1,291.16	2%	Merit	Unallocated 001100	11/4/2016

Commissioners Court - Regular Session 12.

Meeting Date: 11/01/2016

Hidden Creek Estates Lots 1A - 6A - Replat

Submitted For:	Joe England	Submitted By:	Stephen Jones-Meyer, Unified Road System
Department:	Unified Road System		
Agenda Category:	Consent		

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the replat for the Hidden Creek Estates Lots 1A - 6A subdivision - Pct 2.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

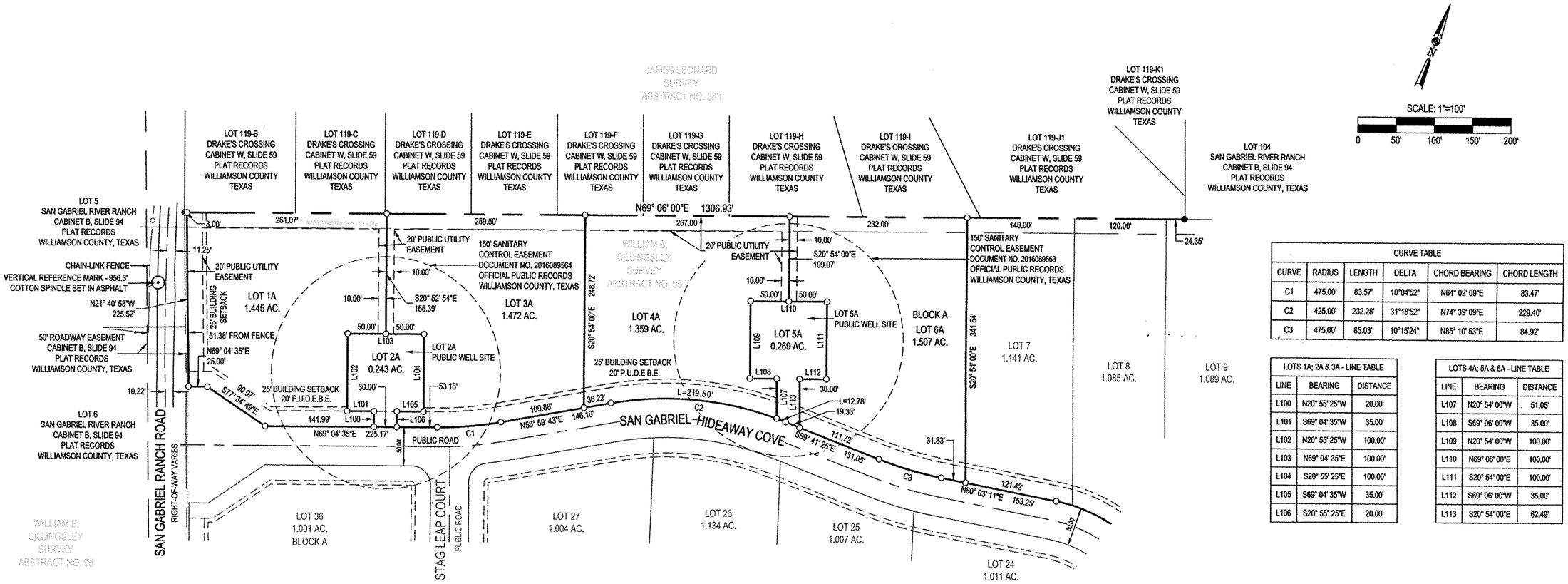
Hidden Creek Estates Lots 1A - 6A - Replat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/24/2016 08:54 AM

Form Started By: Stephen Jones-Meyer Started On: 10/21/2016 02:51 PM

Final Approval Date: 10/24/2016



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	475.00'	83.57'	10°04'52"	N64° 02' 09"E	83.47'
C2	425.00'	232.28'	31°18'52"	N74° 39' 09"E	229.40'
C3	475.00'	85.03'	10°15'24"	N85° 10' 53"E	84.92'

LOTS 1A; 2A & 3A - LINE TABLE		
LINE	BEARING	DISTANCE
L100	N20° 55' 25"W	20.00'
L101	S69° 04' 35"W	35.00'
L102	N20° 55' 25"W	100.00'
L103	N69° 04' 35"E	100.00'
L104	S20° 55' 25"E	100.00'
L105	S69° 04' 35"W	35.00'
L106	S20° 55' 25"E	20.00'

LOTS 4A; 5A & 6A - LINE TABLE		
LINE	BEARING	DISTANCE
L107	N20° 54' 00"W	51.05'
L108	S69° 06' 00"W	35.00'
L109	N20° 54' 00"W	100.00'
L110	N69° 06' 00"E	100.00'
L111	S20° 54' 00"E	100.00'
L112	S69° 06' 00"W	35.00'
L113	S20° 54' 00"E	62.49'

LEGEND

P.U.D.E.B.E.	PUBLIC UTILITY, DRAINAGE, EMBANKMENT/BACKSLOPE EASEMENT
F.F.E.	FINISHED FLOOR ELEVATION
P.O.B.	POINT OF BEGINNING
O.S.S.F.	ON SITE SEWAGE FACILITY
○	SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY." PLASTIC CAP - UNLESS NOTED
●	FOUND 1/2" IRON ROD
⊖	FOUND 1" METAL PIPE
⊙	VERTICAL REFERENCE MARK COTTON SPINDLE SET IN ASPHALT
▨	HATCHED AREA REPRESENTS A 0.848 ACRE VARIABLE WIDTH RIGHT-OF-WAY DEDICATION

REPLAT OF LOTS 1A–6A OF HIDDEN CREEK ESTATES SUBDIVISION

OWNER/DEVELOPER:
SAN GABRIEL
HIDDEN CREEK ESTATES, LLC
C/O DAVY ROBERTS
9508 EAST HWY 71
SPICEWOOD, TX 78669
OFF: 1-(800) 511-2430
DROBERTS@
LONESTARLANDPARTNERS.COM

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFF: (830) 249-0600
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

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

DATE: SEPTEMBER 2016

JOB NO. 2738.00

SHEET 1 OF 2

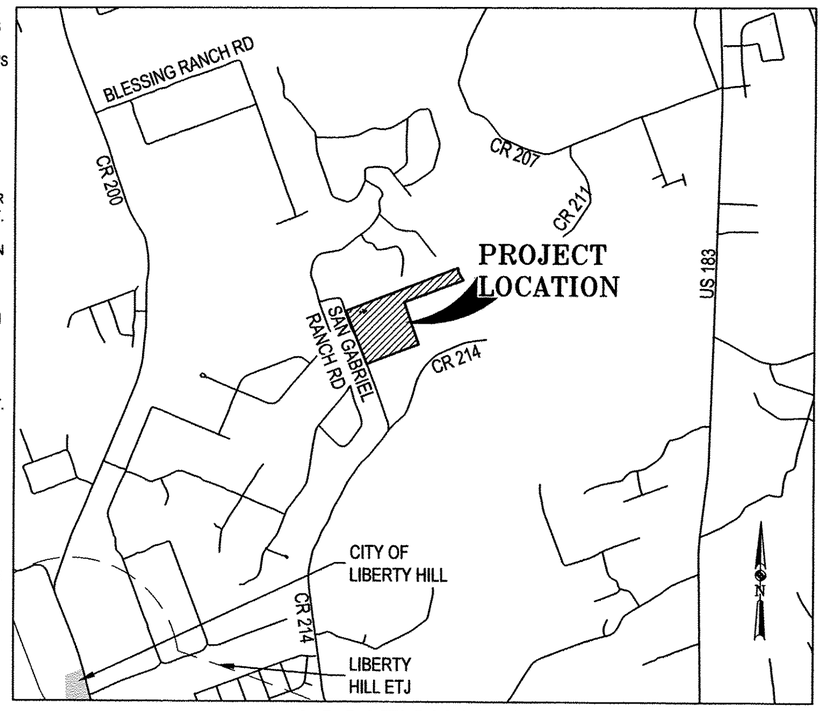
REPLAT OF LOTS 1A - 6A OF HIDDEN CREEK ESTATES

THE PURPOSE OF THIS REPLAT IS TO RECONFIGURE LOTS 1A, 2A, 3A, 4, 5, AND 6 INTO 1A, 2A, 3A, 4A, 5A, AND 6A RESPECTIVELY WITHIN HIDDEN CREEK ESTATES

BEING 6.295 ACRES OF LAND LOCATED IN THE JAMES LEONARD SURVEY, ABSTRACT NO. 383 AND THE WILLIAM B. BILLINGSLEY SURVEY, ABSTRACT NO. 95, WILLIAMSON COUNTY, TEXAS AND BEING COMPRISED OF LOTS 1A, 2A, 3A, 4, 5 AND 6 OF THE REPLAT ESTABLISHING HIDDEN CREEK ESTATTES, RECORDED IN DOCUMENT NO. 2016080712, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:

1. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY AQUA TEXAS INC.
2. SEWER SERVICE FOR THIS SUBDIVISION, EXCEPT FOR LOT 2A AND LOT 5A, WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
3. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. A TWENTY (20) FOOT UTILITY EMBANKMENT/BACKSLOPE AND DRAINAGE EASEMENT (P.U.D.E.B.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOMESITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
6. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
7. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
8. EXCEPT AS SHOWN, ALL CORNERS ARE 1/2" IRON RODS.
9. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID. VERTICAL DATUM: NAVD 88.
10. IN APPROVING THIS REPLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS REPLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
11. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
12. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
13. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
14. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
15. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED. EACH LOT SHALL BE ALLOWED ONE ACCESS POINT TO THE COUNTY ROAD WITH A MINIMUM DRIVEWAY SPACING OF 120' FOR ANY ADJOINING DRIVEWAY.
16. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
17. DRIVEWAY ACCESS TO SAN GABRIEL RANCH ROAD SHALL BE RESTRICTED FOR LOTS 1A.
18. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
19. LOT 2A & 5A MAY NOT BE FURTHER SUBDIVIDED.
20. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF HIDDEN CREEK ESTATES, AS RECORDED IN DOCUMENT 2016032981 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
21. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
22. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.



LOCATION MAP

N.T.S.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 19th DAY OF October, 2016 A.D.

Cindy Bridges

WILLIAMSON COUNTY ADDRESSING COORDINATOR

~~TERESA BAKER~~ Cindy Bridges

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

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

REGISTERED PROFESSIONAL LAND SURVEYOR
JEFF BOERNER, R.P.L.S.

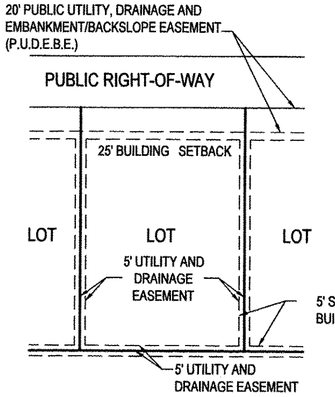
STATE OF TEXAS – REGISTERED – JEFF BOERNER – 4939 – PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

STATE OF TEXAS – GARRETT D. KELLER – 111511 – LICENSED PROFESSIONAL ENGINEER



TYPICAL LOT EASEMENTS

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

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I, DAVY ROBERTS, CO-OWNER AND AGENT FOR SAN GABRIEL HIDDEN CREEK ESTATES, LLC, SOLE OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2015073681 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS HIDDEN CREEK ESTATES .

SAN GABRIEL HIDDEN CREEK ESTATES, LLC
C/O DAVY ROBERTS
9508 EAST HWY 71
SPICEWOOD, TX 78669

OWNER

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED Davy Roberts KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY ~~THEREIN STATED~~ AND SEAL OF OFFICE THIS 20 DAY OF October, 2016 A.D.

CHARLYNE L. RAGSDALE
MY COMMISSION EXPIRES
November 13, 2016

NOTARY PUBLIC, STATE OF TEXAS

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

Deborah L. Marlow R.S. 10/19/2016

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

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS:

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

DATED THIS ____ DAY OF _____, 20__A.D.

BY:

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____DAY OF _____, 20__A.D. AT _____O'CLOCK, __M AND DULY RECORDED THIS THE ____DAY OF _____, 20__A.D. AT _____ O'CLOCK, __M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

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

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:
SAN GABRIEL HIDDEN CREEK ESTATES, LLC
C/O DAVY ROBERTS
9508 EAST HWY 71
SPICEWOOD, TX 78669
OFF: 1-(800) 511-2430
DROBERTS@LONESTARLANDPARTNERS.COM

AGENT/PREPARER:
MATKIN HOOVER
ENGINEERING & SURVEYING
C/O GARRETT D. KELLER, P.E.
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFF: (830) 249-0600
FAX: (830) 249-0099
GKELLER@MATKINHOOVER.COM

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

DATE: JULY 2016

JOB NO. 2738.00

SHEET 2 OF 2

Commissioners Court - Regular Session 13.

Meeting Date: 11/01/2016

Recognition of Kenneth Schnell for his 22 years of outstanding dedication and service to Williamson County.

Submitted For: John Sneed Submitted By: Kelly Luna, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Williamson County would like to recognize Kenneth Schnell for his 22 years of outstanding dedication and service.

Background

EMS DIRECTOR KENNY SCHNELL ANNOUNCES HIS RETIREMENT

October 7, 2016 (Williamson County, TX) – Kenny Schnell, director of Williamson County Emergency Medical Services (WCEMS), has announced his retirement. Schnell began working for Williamson County in 1994. His last day will be November 3, 2016.

To celebrate his 22 years with Williamson County, a retirement reception will be held on October 28 from 3 to 6 p.m. at the Williamson County historic courthouse, 710 S. Main Street, in the old district courtroom. The reception is open to the public and will be a come and go event with light refreshments served.

Throughout his career with WCEMS, Schnell has held every operational position within the service, from paramedic to station officer, commander, and director, as well as serving outside WCEMS as a critical care flight paramedic with experience through such industry institutions as Scott & White Hospital Temple, Medevac, and StatAir International. In addition, he has been active in the region participating in the Capital Area Trauma Regional Advisory Committee (CATRAC) and serving as the chair of the CATRAC Executive Board. Schnell has served on the Austin Community College Paramedic Advisory Board since 2007 and held the position of chair for that committee since 2011. He currently also serves as the chair of the Williamson County Systems of Care.

Kenny Schnell has served as EMS director since 2008. In that time, Williamson County EMS has received numerous accolades including most recently being granted accreditation by the Commission on Accreditation of Ambulance Services (CAAS) in September 2016. Williamson County EMS was one of only nine out of 782 Texas EMS systems and 175 out of approximately 16,000 EMS systems in the United States to be granted this accreditation.

In 2012, Schnell was instrumental in the development, funding, and implementation of the Williamson County EMS Community Health Paramedicine Program. This program was designed to help patients access the right resources at the right time. Since its inception, the program has met this goal and is a model for other Community Health Paramedicine programs.

Williamson County EMS was the recipient of the American Heart Association Mission Lifeline Gold Award for multiple years, including 2016. The award recognizes WCEMS for their continued work, training and commitment in improving the overall quality of care for the STEMI (heart attack) patients in Williamson County.

In November 2014, Kenny Schnell was named EMS Administrator of the Year. The EMS Administrator Award honors an administrator at the local, city, county, regional or state level who has made a positive contribution to EMS and is committed to building a strong team able to respond effectively. The award is a fitting tribute to a career spent serving others.

“Our EMS mission to respect, care and serve will always be in my DNA, and I will take that with me as I move forward in my next endeavor in life,” stated Mr. Schnell. “My retirement is a result of an opportunity that I have decided to pursue which I feel will have an effect on the profession as a whole. I have complete faith that WCEMS will be prosperous as a leader in the industry and remain the outstanding provider in Williamson County as it has been for more than 40 years.”

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:21 AM
Form Started By: Kelly Luna		Started On: 10/27/2016 08:53 AM
Final Approval Date: 10/27/2016		

Commissioners Court - Regular Session 14.

Meeting Date: 11/01/2016

small business

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation to celebrate Small Business Saturday November 26, 2016.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SBS

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	10/27/2016 09:54 AM
Form Started By: Rebecca Clemons		Started On: 10/27/2016 09:44 AM
Final Approval Date: 10/27/2016		

Small Business Saturday Proclamation

November 1, 2016

Whereas, residents of Williamson County are recognizing the vital role that local small businesses play in the community with the celebration of Small Business Saturday on November 26, 2016; and

Whereas, small businesses constitute a dynamic force in the Texas economy, accounting for approximately 98 percent of employers in the Lone Star State; nationwide small businesses are responsible for generating more than half of the country's private gross domestic product and for creating more than two-thirds of net new jobs; and

Whereas, according to the U. S. Small Business Administration, Texas is home to approximately 2.3 million small businesses; the owners of these local companies make important contributions to their communities by providing numerous jobs and generating significant tax revenue; and

Whereas, the initiative and entrepreneurial spirit of Texas small business owners fuel growth and prosperity in the state, and they are indeed worthy of recognition as the citizens of Williamson County express their support on this special day; now, therefore, be it

Resolved, that November 26, 2016, be recognized as Small Business Saturday in Williamson County and that all those taking part in the event be extended sincere best wishes for a memorable occasion.

Judge Dan Gattis

Commissioners Court - Regular Session 15.

Meeting Date: 11/01/2016

WCCHD 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 Marlene S. McMichael to the Williamson County and Cities Health District Board of Directors.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Marlene McMichaels Bio

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/25/2016 04:08 PM
Form Started By: Kathy Pierce		Started On: 10/25/2016 03:09 PM
Final Approval Date: 10/25/2016		

McMichael Biography

Marlene S. McMichael is a native Texan and has spent much of her career working in and around the Texas Legislature. She has held senior positions with five members of the Texas House of Representatives and a state senator. For nearly seven years, she was also executive director of the largest bipartisan caucus in the Texas Legislature, then widely recognized as the most influential group within the Texas House. During a sojourn from state government, McMichael worked for several private entities and eventually opened her own consulting firm, specializing in governmental affairs and community relations.

McMichael is currently Associate Vice Chancellor for Government Affairs at Texas State Technical College (TSTC) and was a recipient of the Chancellor's Excellence Award in 2014. She handles government relations at both the state and federal levels for the ten-campus, two-year technical college system. Marlene is also the author of a coffee table book commemorating TSTC's 50 years as a Texas teaching institution. Titled *TEXAS STATE TECHNICAL COLLEGE: The Vision, The Leaders, The Heart*, the book was released in March 2015.

McMichael is a summa cum laude graduate of Texas State University and the William P. Hobby Center for Public Service. McMichael holds a national certification as a Certified Public Manager®.

McMichael asserts that her greatest accomplishment is and always will be her daughter, Chara Anne McMichael. Together, they share a love for public service. The younger McMichael lives in Washington, D.C., and serves as chief of staff for a Texas Congressman. McMichael lives in Georgetown, Texas, where she remains active in her community and has served on a number of non-profit boards in Austin, Georgetown, and Killeen – to include a tenure as 2012 Chairman of the Board for the Georgetown Chamber of Commerce and, for the last two years, the President of the Board for the Williamson County Children's Advocacy Center.

Marlene S. McMichael, CPM
210 Westbury Lane
Georgetown, Texas 78633

Commissioners Court - Regular Session 17.

Meeting Date: 11/01/2016

Waste Management Landfill 11-01-2016

Submitted For: Melanie Denny Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear a report from Julie Kiley, of the Auditor's Office, regarding the Landfill Funds.

Background

Attached is an overview and financial information as of September 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WM Landfill Fund Update

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:21 AM
Form Started By: Tomika Lynce		Started On: 10/26/2016 03:59 PM
Final Approval Date: 10/27/2016		

Williamson County
Waste Management Landfill Funds

Fund 0310 WM – Future Environmental Liability – Monies received from the Contractor of the Williamson County Landfill to pay for any environmental liability related to the Landfill beyond those costs covered by closure and post-closure trust funds. As stated in the agreement, the contractor pays 2% of the total Tip Fees collected on an annual basis.

The fund balance as of September 30, 2016 is $1,216,413.27. No funds have been expended to date.

Fund 0311 WM – Master Site Development – Monies received from the Contractor of the Williamson County Landfill to pay for site development of the facility. As stated in the agreement, the contractor pays 1% of the total Tip Fees collected on an annual basis.

The fund balance as of September 30, 2016 is $508,095.89. Two projects have been approved. The testing and abatement of asbestos and lead for the Johnson Almquist house. Total project costs $39,457.31. The landscape and land use master plan project. Total project costs to date are $15,702.06. $32,297.94 is still encumbered for the project.

Fund 0312 WM – Community Recreational Facility – Monies received from the Contractor of the Williamson County Landfill to pay for recreational facility use within Williamson County. As stated in the agreement, the contractor pays 1% of the total Tip Fees collected on an annual basis. Per the Budget Order, Community organizations, groups, and individuals may submit a funding request to the Commissioners Court for the constructions, improvement, or remodel of community facilities located in Williamson County that serve a public purpose.

The fund balance as of September 30, 2016 is $350,153.19. Two projects are completed.

Operation Liberty Hill $90,000.
Jonah Community Center $165,000.

Fund 0313 WM – City of Hutto and Hutto ISD – Monies received from the Contractor of the Williamson County Landfill to be expended for the benefit of the City of Hutto and Hutto ISD. As stated in the agreement, the contractor pays 2% of the total Tip Fees collected on an annual basis. Per the Budget Order, the annual distribution will be allocated 50% to the City of Hutto and 50% to Hutto ISD. The expenditures are at the County's sole option. Each entity is required to request any disbursements from the fund.

The fund balance for the City of Hutto funds as of September 30, 2016 is $0.00. Three requests to date. The restoration of the Hutto COOP. Total reimbursement was $360,000. Reimbursement of two solar trash compactors. Total reimbursement $13,714.00. Reimbursement for Limmer Loop for a total of $540,085.59 of which $229,756.77 is unencumbered.

The fund balance for the Hutto ISD funds as of September 30, 2016 is $158,470.76. To date $445,000 was paid to the Hutto Education Foundation.

Commissioners Court - Regular Session 18.

Meeting Date: 11/01/2016

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

Submitted For: Robert Daigh Submitted By: Lydia Linden, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/18/2016 08:13 AM
Form Started By: Lydia Linden		Started On: 10/17/2016 01:47 PM
Final Approval Date: 10/18/2016		

Commissioners Court - Regular Session 19.

Meeting Date: 11/01/2016

Seward Junction Southwest Utility Reimbursement Agreement

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 Utility Reimbursement Agreement with PEC utility adjustments on Seward Junction Southwest, a Road Bond Project in Commissioner Pct. 2.

Background

PEC has existing facilities in conflict with the Seward Junction Southwest Project. PEC is 100% eligible for reimbursement. The total anticipated reimbursement to PEC by the County is $29,655.74 for 3 pole removals, 4 new electric pole installations, and the associated electric conductor and ancillaries. The total eligible costs do not include betterments, those costs are paid for by the Utility Owner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seward Junction Southwest Utility Reimb Agm

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM
Form Started By: Dawn Haggard		Started On: 10/27/2016 10:06 AM
Final Approval Date: 10/27/2016		

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective the 17 day of October, 2016, by and between Pedernales Electric Cooperative, Inc. (hereinafter referred to as "Utility"), and Williamson County, Texas, (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, Utility is the owner of certain Three-phase and Single-phase overhead primary power lines and associated service lines (herein called Facilities).

WHEREAS, County desires to construct proposed Seward Junction Southwest: From SH 29 to CR 213 to US 183 at CR 259. (hereinafter called "Project") and make improvements to Project as shown on plans submitted to Utility;

WHEREAS, to accommodate the Project, County desires Utility to perform certain facility modification/relocation work herein referred to as the "Work" and described as follows:

- Pedernales Electric Cooperative's relocation consist of:
  Installation and removal of poles, conductor, guy wires, anchors and facilities/equipment attached to poles. Relocation of privately owned secondary caused by relocation poles.
- County will reimburse Utility for Relocation, Engineering Services, Inspection Services and Internal cost only.
- Upon completion of Project, Contractor will provide an as-built drawing of the relocation to the Utility and County.

WHEREAS, Utility, under the terms hereinafter stated, has evaluated the Project and is willing to perform Work to its Facilities to accommodate the Project, provided the County reimburses Utility for 100% of its eligible costs for labor and materials to do the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, Utility agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. County agrees that the description of the Work listed above contains a complete representation of the Work requested of Utility to accommodate the Project.

2. County shall, at its own expense, inspect the Work by Utility hereunder, to assure itself that the Work is being performed in compliance with the standards of County.

3. Though this agreement is based on the proposed "Good Faith Estimate" herein referred to as the "Estimate" listed below: (See Attachment "A" for detailed estimate)

   Estimated 4 Power Poles and removal of 3 Power Poles along with apparatus defined as Work =

County agrees to bear 100% of the eligible costs incurred by Utility relating to the Work. Final eligible costs may be more or less than the Estimate, which shall not be construed as a limitation of costs for such Work. County recognizes that Utility may use one or more contractors to perform the

Work.

4. Upon completion of said Work, Utility shall make an accounting of final costs and provide County an invoice of the same. The final eligible cost may be greater or less than the Estimate and County shall be liable to Utility for 100% of the eligible final cost. After receipt and approval of invoice, County shall pay the full amount within 30 days.

5. County shall perform all operations and construction activities below or adjacent to the Facilities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed by Utility from time to time. No construction activity by County shall be performed under, across, or adjacent to the Facilities until the Work of Utility has been completed.

6. Notice shall be given to Utility by County, at least 48 hours in advance of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to Texas One-Call: 1-800-245-4545. In the event County breaches any of the terms, covenants or provisions of this Agreement and Utility commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Utility by County upon demand.

7. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Utility's option, defend Utility and its affiliated companies and their directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Utility or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Utility's sole negligence.

8. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding pertaining to the Work or construction activity by and between Utility and County.

9. As soon as possible after the document is prepared, Utility and County shall sign a Utility Joint Use Agreement and make a part hereof.

Unless an item below is stricken and initialed by the County and Utility, this agreement in its entirety consists of the following:

1. Utility Agreement - Wilco –U-35 – 100% County – Off System
2. Plans, Specification, and Estimated Costs (Attachment "A")
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B")

4. Eligibility Ratio (Attachment "C")
5. Betterment Calculation and Estimates (Attachment "D")
6. Proof of Property Interest – ROW-U-1A (Attachment "E")
7. Wilco-U-80A – Joint Use Agreement (Attachment "F")

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year below.

UTILITY

Utility: Pedernales Electric Cooperative
Name of Utility

By: Michael W Mayer
Authorized Signature

Michael W Mayer
Print or Type Name

Title: Distribution Design Mgr.

Date: 10/24/16

WILLIAMSON COUNTY

By: _____
Authorized Signature

Dan A. Gattis
Print or Type Name

Title: Williamson County Judge

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

Seward Junction SW Cost Estimate

Description	Date	Comments	Qty	Rate	Extended Cost
Engineering Services					
Labor					
CADD Technician III		00C3	5.5	$ 75.00	$ 412.50
Project Technician IV		00P4	6.5	$ 65.00	$ 422.50
Technical Secretary II		00S2	0.75	$ 65.00	$ 48.75
Technical Secretary III		00S3	0.5	$ 80.00	$ 40.00
Senior Technician I		00T1	50	$ 80.00	$ 4,000.00
Senior Technician II		00T2	25	$ 90.00	$ 2,250.00
Senior Technician V		00T5	12.5	$ 110.00	$ 1,375.00
Project Engineer I		0PE1	1.25	$ 85.00	$ 106.25
Project Engineer II		0PE2	0.5	$ 100.00	$ 50.00
Project Manager I		0PM1	50.75	$ 110.00	$ 5,582.50
Senior Engineer I		0SE1	2.5	$ 135.00	$ 337.50
Senior Engineer II		0SE2	0.5	$ 145.00	$ 72.50
Sub Total					$ *14,697.50*
Expenses					
Mileage					
Survey Mile	3/17/2016	From Schneider office to job site and back.	204	$ 0.896	$ 182.78
Survey Mile	3/21/2016	From Schneider office to job site.	101	$ 0.896	$ 90.50
Survey Mile	4/28/2016	From Cobb Fendley office to Schneider office.	72	$ 0.896	$ 64.51
Survey Mile	4/28/2016	From Round Rock to Cobb Fendley office to Schneider office.	130	$ 0.896	$ 116.48
Truck Mile	6/28/2016	office.	52	$ 0.784	$ 40.77
Survey Mile	9/8/2016	From job site to Schneider office.	158	$ 0.896	$ 141.57
Sub Total					$ *636.61*
Meals					
Per Diem	4/28/2016	Dan Miller			$ 44.80
Per Diem	9/8/2016	Levi Quarles			$ 22.40
Sub Total					$ *67.20*
Lodging					
Holiday Inn Express	4/28/2016	Dan Miller			$ 63.76
Comfort Inn	9/8/2016	Levi Quarles			$ 136.44
Sub Total					$ *200.20*
Total for Engineering Services					**$ 15,601.51**
Construction					

Utility Costs (Material and Labor)	see attachment for details	$	*12,430.48*
Private Electrician	see attachment for details	$	*1,623.75*
Total for Construction		**$**	**14,054.23**
TOTAL		**$**	**29,655.74**

09/22/2016 8:31:19 am

WORK ORDER
ESTIMATE SUMMARY

Work Order: 104415
Revision: 0
Desc: SOUTHWEST SJ PROJECT - SCHNEIDER
Type: New Construction
Status: Open

Open Date: 03/21/2016
Staked By:
Rel By:
Rel Date:

Project: 1900 - Liberty Hill District
Map Location:
Service Location: 0
Customer:

Tran Type: Construction

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
A5 1Ph Deadend	1000 - Distribution Constru	1.000 1.2000	1.2000	0.00	11.05	1.33	47.00	83.08	142.46
A5-2 1Ph Tap off of a Multi-Phase pole	1000 - Distribution Constru	1.000 1.9000	1.9000	0.00	22.73	2.73	74.42	131.54	231.42
C1-3 3Ph Tangent Double Support with Saddle P	1000 - Distribution Constru	2.000 2.9000	5.8000	0.00	663.45	79.62	227.19	401.56	1,371.82
C1-3N 3Ph Tangent Double Support with Saddle P	1000 - Distribution Constru	1.000 2.3000	2.3000	0.00	328.04	39.36	90.09	159.23	616.72
C9-2 3Ph Tangent or Small Angle Dbl Support a	1000 - Distribution Constru	1.000 3.0000	3.0000	0.00	423.84	50.86	117.51	207.71	799.92
E1-2 Un-grounded Single Down Guy	1000 - Distribution Constru	1.000 1.1000	1.1000	0.00	44.24	5.30	43.09	76.16	168.79
F1-3 Anchor 3/4" x 8' rod 10k pound anchor	1000 - Distribution Constru	1.000 1.7000	1.7000	0.00	23.40	2.80	66.59	117.70	210.49
G135 1Phase Transformer Pre-mounted arrester	1000 - Distribution Constru	1.000 0.5000	0.5000	0.00	74.89	8.98	19.59	34.62	138.08
L2-2.1R3 Light LED 100W Equiv Type 3 Roadway-4	1000 - Distribution Constru	1.000 1.8000	1.8000	0.00	179.37	21.52	70.51	124.63	396.03
M2-2 Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Constru	4.000 0.7000	2.8000	0.00	332.47	39.90	109.68	193.86	675.91
M42-11 Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Constru	4.000 0.8000	3.2000	0.00	21.47	2.58	125.34	221.54	370.93
M5-23.1.1 Stirrup Hot Line #4 or #1/0	1000 - Distribution Constru	1.000 0.5000	0.5000	0.00	14.53	1.74	19.59	34.62	70.48
O1-0 ACSR OH Conductor 1-0 ACSR	1000 - Distribution Constru	574.000 0.0070	4.0180	0.00	105.27	12.63	157.39	278.18	553.47
P45-3 Pole Dist 45 Ft Class 3 Wood	1000 - Distribution Constru	3.000 4.0000	12.0000	0.00	1,093.61	131.23	470.04	830.79	2,525.67
P55-1 Pole Dist 55 Ft Class 1 Wood	1000 - Distribution Constru	1.000 6.1000	6.1000	0.00	783.55	94.03	238.94	422.33	1,538.85
ZM5-15B 18" 3 position fbrgls Standoff Bracket	1000 - Distribution Constru	1.000 0.6000	0.6000	0.00	24.71	2.97	23.50	41.54	92.72

*1 - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER
ESTIMATE SUMMARY

Work Order: 104415
Revision: 0
Desc: SOUTHWEST SJ PROJECT - SCHNEIDER
Type: New Construction
Status: Open

Open Date: 03/21/2016
Staked By:
Rel By:
Rel Date:

Project: 1900 - Liberty Hill District
Map Location:
Service Location: 0
Customer:

Tran Type: Construction

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
*I 2001287		-0.088							
Wire ACSR 1/0	-	0.0000		0.00	-0.01	0.00	0.00	0.00	-0.01
Design Codes: Pole: Wire: Neutral: Miscellaneous:									
Total For Construction Assembly Units:			48.5180	0.00	4,146.61	497.58	1,900.47	3,359.09	9,903.75

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

09/22/2016 8:31:19 am

WORK ORDER
ESTIMATE SUMMARY

Work Order: 104415
Revision: 0
Desc: SOUTHWEST SJ PROJECT - SCHNEIDER
Type: New Construction
Status: Open

Open Date: 03/21/2016
Staked By:
Rel By:
Rel Date:

Project: 1900 - Liberty Hill District
Map Location:
Service Location: 0
Customer:

Tran Type: Retirement

Assembly Unit / Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
A5 1Ph Deadend	1000 - Distribution Constru	1.000 0.7000	0.7000	0.00	0.00	0.00	27.42	48.47	75.89
A5-2 1Ph Tap off of a Multi-Phase pole	1000 - Distribution Constru	1.000 1.1000	1.1000	0.00	0.00	0.00	43.09	76.16	119.25
C1-2 3Ph Tangent Single Support with Saddle P	1000 - Distribution Constru	1.000 1.1000	1.1000	0.00	0.00	0.00	43.09	76.16	119.25
C1-3N 3Ph Tangent Double Support with Saddle P	1000 - Distribution Constru	1.000 1.3000	1.3000	0.00	0.00	0.00	50.92	90.00	140.92
C9-2 3Ph Tangent or Small Angle Dbl Support a	1000 - Distribution Constru	1.000 1.7000	1.7000	0.00	0.00	0.00	66.59	117.70	184.29
E1-2 Un-grounded Single Down Guy	1000 - Distribution Constru	1.000 0.8000	0.8000	0.00	0.00	0.00	31.34	55.40	86.74
E3-10 Guy Marker	1000 - Distribution Constru	1.000 0.5000	0.5000	0.00	0.00	0.00	19.59	34.62	54.21
G135 1Phase Transformer Pre-mounted arrester	1000 - Distribution Constru	1.000 0.4000	0.4000	0.00	0.00	0.00	15.67	27.69	43.36
G25DV Tran OH DV 120/240 25 1 Bush	1000 - Distribution Constru	1.000 2.7000	2.7000	0.00	0.00	0.00	105.76	186.94	292.70
J6 Sec or N Assemb Swinging Sec clevis	1000 - Distribution Constru	1.000 0.4000	0.4000	0.00	0.00	0.00	15.67	27.69	43.36
L2-2.1R3 Light LED 100W Equiv Type 3 Roadway-4	1000 - Distribution Constru	1.000 0.8000	0.8000	0.00	0.00	0.00	31.34	55.40	86.74
M2-2 Pole Grnd Butt Plate NESC "Made Ground"	1000 - Distribution Constru	3.000 0.5000	1.5000	0.00	0.00	0.00	58.76	103.86	162.62
M42-11 Deadend Assembly #4 or #1-0 ACSR	1000 - Distribution Constru	3.000 0.4000	1.2000	0.00	0.00	0.00	47.00	83.08	130.08
O1-0 ACSR OH Conductor 1-0 ACSR	1000 - Distribution Constru	436.000 0.0030	1.3080	0.00	0.00	0.00	51.23	90.54	141.77
P45-3 Pole Dist 45 Ft Class 3 Wood	1000 - Distribution Constru	2.000 2.2000	4.4000	0.00	0.00	0.00	172.35	304.63	476.98
P55-1 Pole Dist 55 Ft Class 1 Wood	1000 - Distribution Constru	1.000 3.4000	3.4000	0.00	0.00	0.00	133.18	235.39	368.57

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER
ESTIMATE SUMMARY

Work Order: 104415
Revision: 0
Desc: SOUTHWEST SJ PROJECT - SCHNEIDER
Type: New Construction
Status: Open

Open Date: 03/21/2016
Staked By:
Rel By:
Rel Date:

Project: 1900 - Liberty Hill District
Map Location:
Service Location: 0
Customer:

Tran Type: Retirement

Assembly Unit Description	Rate Group	Qty/ Labor Hrs	Total Hours	Fixed Amount	Material Cost	Material Overhead	Labor Cost	Labor Overhead	Total Cost
	Total For Retirement Assembly Units:		23.3080	0.00	0.00	0.00	913.00	1,613.73	2,526.73
	Total For Work Order 104415:		71.8260	0.00	4,146.61	497.58	2,813.47	4,972.82	12,430.48

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

WORK ORDER
ESTIMATE SUMMARY

PARAMETERS ENTERED:

Update Estimate: No
Work Order: 104415;0
Transaction Type: Both
Exclude Salvage: No
Page Break On Work Order: No

*I - Inventory / *E - Exempt Inventory / *N - Noninventory assigned through Work Order > Work Order > Assign Item and/or SAG Factor calculated on Assembly Unit(s). These contain item costs only.

Stence Electric, Inc.
1001 W. 2nd St.
Taylor, TX. 76574
512-365-7785
512-365-1923 Fax
tim@stenceelectric.com
TECL-17831

Date: 10/14/2016

Proposal submitted to: Pedernales Electric Cooperative

Job name: Seward Junction SW

Stence Electric to provide all materials and labor to relocate meter loop at the Seward Junction southeast and projects, including:

1. Seward Junction Southwest:
   A. Reroute the power feed to a lift station from the existing pole to a new PEC pole.

We propose to complete in accordance with above specifications for the sum of:

Materials: $200.00
Labor: $950.00
Equipment Rental: $350.00
Sales Tax: $123.75
Project Total: $1,623.75

With payment as follows: Materials stored, work completed.

Proposal based on copper prices this date

This proposal is subject to acceptance within 30 days.

Signature: _____Tim Stence_____ _____

The above price, specifications, and conditions are accepted. Stence Electric is authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Date: _____

"Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.tdlr.texas.gov/complaints"

Attachment B

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date: **11/18/2016**

Estimated Completion Date: **12/30/2016**

Attachment C

Eligibility Ratio

See Attachment "H" for proof of property interest, which is established at 100 % eligible.

ATTACHMENT "C"

Seward Junction Southwest

DATE: 9/21/2016

ELIGIBILITY RATIO SUMMARY

Pedernales Electric Coop

SHEET No. & Sta. Limits		Poles Non-Eligible	Poles Eligible	Poles Outside of Project	Doc ID
16PECL3005-1	174+06	0	1	0	001
16PECL3005-3	150+13:150+93	0	1	0	003
16PECL3005-4	104+96	0	1	0	007
TOTAL =		**0**	**3**	**0**	

Eligible =	3
Non-Eligible =	0
GRAND TOTAL =	**3**

ELIGIBILITY RATIO = 100.00%

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

Attachment F

TxDOT Permit

Approval Form
Online version 11/2005

APPROVAL

To Mark Evans
Pedernales Electric Coop
PO Box 2048
Liberty Hill, TX 78642

Date 5/18/2016
Application No. AUS20160516113655
District App. No. 003
Highway SH 0029
Control Section 015104
Maintenance Section Burnet Co Maintenance
County Williamson

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. AUS20160516113655 (District Application No. 003) dated 5/18/2016 and accompanying documentation, except as noted below.

TXDOT CONTACT 512/756-2315

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:
Aerial

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

Texas Department of Transportation
By Gary Morris
Title Engineering Tech
District Austin

SPECIAL PROVISIONS FOR THE INSTALATION OF POWER AND COMMUNICATION LINES

Texas Department of Transportation Austin District Permit Office
7901 N. IH35 Bldg 1, Austin, TX 78753

The contractor performing the utility installation work will be held responsible for verifying the existence of all utility lines within the right of way (ROW) prior to performing ground work such as, but not limited to: trenching, digging or boring. If there are any traffic signals or street lighting within 1,000' of the approved assignment, the contractor must notify TX Dot's Traffic Signal Dept at 512-832-7200 for a cable locate. One Call **will not** locate utility lines that operate traffic signals, flashing beacons, or street lighting, belonging to TxDOT. It will be the contractor's responsibility to check with TxDOT before doing ground work that may damage these existing facilities. If any TxDOT traffic signal or street lighting system becomes damaged, the contractor must notify TxDOT immediately to coordinate repairs.

The applicant will be responsible for the safety and convenience of the traveling public at all times, and shall meet all applicable requirements of the "Texas Manual on Uniform Traffic Control Devices" to view this online: http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/standard/toc.htm as well as any special TxDOT recommendations and requirements.

In work areas, where construction equipment might have direct contact with the roadway, it will be the responsibility of the contractor, and or utility company performing the work to keep the roadways clean and free of debris at all times. Any mud and or debris must be removed from the road immediately. Work must be suspended in inclement weather until the road surface becomes dry.

Utility companies or their contractors may work on TxDOT right of way (ROW) during daylight hours Monday thru Friday unless night time lane closures are required by TxDOT. No utility construction work will be allowed on Saturdays and Sundays unless the contractor has written permission from TxDOT personal reflected on the approved permit. Day Time lane closure hours are from 9:00 AM to 4:00 PM Monday through Friday. If Night Time Lane Closure is required by TxDOT, the times are from 8:00 PM to 5:00 AM Sunday Evening through Friday morning.

The **minimum** clearance's for aerial lines within the state ROW are as follows:
Communication and CATV lines shall be eighteen feet 18'.
Power lines twenty-two feet 22'.
Bridges and roadways with grade separation require thirty feet 30'.

All poles, cable closures, and risers for underground utilities shall be located within eighteen inches (18") of the right-of-way line.

No guy wires shall be set in the right-of-way farther than three feet (3') from the property line.

Pole installations shall not exceed twenty-four inches (24") from the right-of-way line to the centerline of pole. The base of the pole and or where the pole enters the ground should not exceed 36".

Damaged or missing monuments, signs, or right-of-way markers, must be repaired or replaced at the expense of the utility company or their contractor. If this work is not done within a timely manner and to our standards, TxDOT will correct the deficiency and bill the utility for all associated expenses incurred.

Revised: February 2013

CobbFendley

LETTER OF TRANSMITTAL

Received
OCT 25 2016
HNTB Corporation
Round Rock

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: October 25, 2016
CobbFendley Job:
Re: Seward Junction Southwest
PEC's Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints ☒ Originals ☐ Other _____

QUANTITY	DESCRIPTION
5	PEC's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

Mr. Church:

We have reviewed and recommend execution of PEC's Utility Agreement Package in the amount of $29,655.74.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED Melissa Horn
Melissa Horn, Principal

505 East Huntland Drive, Suite 100 | Austin, Texas 78752 | 512.834.9798 | fax 5125.834.7727 | www.cobbfendley.com

Commissioners Court - Regular Session 20.

Meeting Date: 11/01/2016

CR 305 at IH 35 Bridge Replacement Utility Reimbursement Agreement

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 Standard Reimbursement and Utility Joint Use Agreement with Oncor Electric for utility adjustments on CR 305 at IH 35 Bridge Replacement, a Road Bond Project in Commissioner Pct. 3.

Background

Oncor Electric has existing facilities in conflict with the CR 305 at IH 35 Bridge Replacement Project. Oncor is 100% eligible for reimbursement. The total anticipated reimbursement to Oncor by the County is $29,255.96 for 3 pole removals, 6 new electric pole installations, and the associated electric conductor and ancillaries. The total eligible costs do not include betterments, those costs are paid for by the Utility Owner.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 305 at IH 35-Utility Reim Agm

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM
Form Started By: Dawn Haggard		Started On: 10/27/2016 10:12 AM
Final Approval Date: 10/27/2016		

STANDARD UTILITY AGREEMENT

County: Williamson
Project No.: 3329468
Highway Project Letting Date: November 2016

Highway: IH-35 at CR 305
From: Approx. 0.1 Miles North of Existing CR 305
To: Approx. 0.2 Miles South of Existing CR 305

This Agreement by and between Williamson, **("County")**, and Oncor Electric Delivery, LLC, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, the **County** has deemed it necessary to make certain highway improvements as designated by the **County** and within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: installing 9 poles and ancillaries and removing 6 poles and ancillaries; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County,** upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Schedule of Work and Estimated Date of Completion (Attachment "B");
4. Eligibility Ratio (Attachment "C");
5. Betterment Calculation and Estimates (Attachment "D");
6. Proof of Property Interest – ROW-U-1A(Wilco) (Attachment "E");
7. Copy of Approved TxDOT Online Installation Permit (Attachment "F"); and
8. Inclusion in Highway Construction Contract (if applicable) (Attachment "I").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Oncor Electric Delivery, LLC.
Name of Utility

By: _____
Authorized Signature

Glenn Fabian
Print or Type Name

Title: Manager Major Distribution Design

Date: 10-20-16

WILLIAMSON COUNTY

By: _____
Authorized Signature

_____
Print or Type Name

Title: _____

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

ONCOR
Electric Delivery LLC

ONCOR Project:	**3329468**
TXDOT U-No.:	**N/A**
District:	**Austin**
County:	**Williamson**
Federal Proj. No.:	**N/A**
ROW CSJ No.:	**N/A**
Const CSJ:	**N/A**
Highway No.:	**IH35**
From:	**CR 305**
To:	**CR 304**

Attachment "A"
Summary Estimate

Contractors Expense		12,358.87	
Vouchers		710.00	
Materials		9,435.71	
subtotal 1 :			22,504.58
Construction Overhead		30.00%	6,751.37
subtotal 2 :			29,255.96
Total Charged to Project			29,255.96
Salvage Material			0.00
Net Estimated Cost			29,255.96
Less Betterment			0.00
Estimated Cost			29,255.96
Eligibility Ratio	**100.00%**		29,255.96

ONCOR
Electric Delivery LLC

ONCOR Project:	3329468
TXDOT U-No.:	N/A
District:	Austin
County:	Williamson
Federal Proj. No.:	N/A
ROW CSJ No.:	N/A
Const CSJ:	N/A
Highway No.:	IH35
From:	CR 305
To:	CR 304

Attachment "A"
Labor Estimate

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	Estimated Cost
MS7000I	Cover-up. Includes: Placement And Removal Of All Rubber Blanket(s) And/or All Rubber Hoses Required Per Work Point. Unit Of Measure = Each Work Point.	60	$64.64	$ 3,878.40
MS7160I	Wildlife Protection. Applies Only To Installation On Existing Equipment. Includes: Protector. Unit Of Measure = Each.	4	$10.07	$ 40.28
MS7160R	Wildlife Protection. Applies Only To Installation On Existing Equipment. Includes: Protector. Unit Of Measure = Each.	4	$10.07	$ 40.28
OH4170I	Arrestor, Distribution. Includes: Arrestor, Wildlife Protection, Ground, And Mount Bracket When Applicable, Jumpers And Connection's). Unit Of Measure = Each.	2	$68.13	$ 136.26
OH4170R	Arrestor, Distribution. Includes: Arrestor, Wildlife Protection, Ground, And Mount Bracket When Applicable, Jumpers And Connection's). Unit Of Measure = Each.	2	$47.18	$ 94.36
OH4030I	Crossarm, Wood/fiberglass, Up To 10', Single. Includes: Drilling Pole, Crossarm, Braces, And Mounting Hardware. Excludes Pins, Insulators, Deadends. Unit Of Measure = Each.	6	$37.57	$ 225.42
OH4110I	Cutout. Fused Or Solid Blade. Includes: Mount Cutout On Bracket As Required, Drill Hole's) As Required, Hardware, Cutout, And/or Bracket, Fuse, Jumper's) And Connection's). Unit Of Measure = Each.	2	$51.91	$ 103.82
OH4110R	Cutout. Fused Or Solid Blade. Includes: Mount Cutout On Bracket As Required, Drill Hole's) As Required, Hardware, Cutout, And/or Bracket, Fuse, Jumper's) And Connection's). Unit Of Measure = Each.	2	$48.32	$ 96.64
OH4070R	Dead-end Conductor, Primary, Through 4/0 Wire. Includes: Insulator And/or Dead-end, Hardware, And Sagging. Unit Of Measure = Per Conductor.	1	$15.88	$ 15.88
OH4090I	Dead-end Conductor. Secondary Or Neutral, Any Size. Includes: Insulator And/or Dead-end, Hardware And Sag. Bundled Conductor Considered One Dead-end. Unit Of Measure = Each.	7	$52.99	$ 370.93
OH4090R	Dead-end Conductor. Secondary Or Neutral, Any Size. Includes: Insulator And/or Dead-end, Hardware And Sag. Bundled Conductor Considered One Dead-end. Unit Of Measure = Each.	1	$26.47	$ 26.47
OH4100I	Insulator Or Messenger Clamp, All Voltages (excluding Dead-end Insulators), Primary Or Secondary. Includes: Insulator, Pin/rack, Drilling If Required, Hardware, And Securing Conductor To Insulator. (this Unit Will Cover Installing Spreaders In Rts On A Pole Change Out) Unit Of Measure = Each.	20	$26.89	$ 537.80
OH4100R	Insulator Or Messenger Clamp, All Voltages (excluding Dead-end Insulators), Primary Or Secondary. Includes: Insulator, Pin/rack, Drilling If Required, Hardware, And Securing Conductor To Insulator. (this Unit Will Cover Installing Spreaders In Rts On A Pole Change Out) Unit Of Measure = Each.	14	$21.52	$ 301.28
OH4025I	Oh Jumper.permanent Includes Primary Or Secondary: Conductor , Any Necessary Tie , And Connections. Unit Of Measure = Each.	2	$58.24	$ 116.48

Work Unit	Description	Estimated Quantity	Estimated Cost Per Unit	Estimated Cost
OH4195I	Oh Secondary, Through 4/0, Through 4 Conductors. (does Not Include Bare Conductor) Includes: Secondary, Hardware, Jumpers, Connections On Both Ends, And Voltage Test. Excludes Set Up, Cover Up, Deadends And Field Assembled Secondary. Does Not Include Transfer. See Oh4200. Unit Of Measure = Per Foot.	95	$2.00	$ 190.00
OH4195R	Oh Secondary, Through 4/0, Through 4 Conductors. (does Not Include Bare Conductor) Includes: Secondary, Hardware, Jumpers, Connections On Both Ends, And Voltage Test. Excludes Set Up, Cover Up, Deadends And Field Assembled Secondary. Does Not Include Transfer. See Oh4200. Unit Of Measure = Per Foot.	95	$1.51	$ 143.45
OH4010I	Oh Set-up, New Construction, Large Projects (4 Work Points Worked Or More) Per Work Point Worked. Includes: Truck Set-up/breakdown, Tailboard, Personal Protective Equipment, Work Area Protection, Normal Traffic Control And Cleanup. Excludes Services For Service Department. Unit Of Measure = Each Work Point Worked.	12	$50.44	$ 605.28
OH4330I	Transformer, Single Phase, 50kva And Below, Or Individual Capacitor Unit On Pole Or Platform. Includes: Transformer Leads/jumpers As Required, Connections, Wildlife Protection And Verify Voltage. Excludes Brackets. Unit Of Measure = Each.	1	$137.76	$ 137.76
OH4330R	Transformer, Single Phase, 50kva And Below, Or Individual Capacitor Unit On Pole Or Platform. Includes: Transformer Leads/jumpers As Required, Connections, Wildlife Protection And Verify Voltage. Excludes Brackets. Unit Of Measure = Each.	1	$78.74	$ 78.74
PS1160I	Ground Rod, Dirt. Includes: Load Ground Rod, Clamp, Connector, Conductor As Required, Locates, Excavate Site, Install Ground Rod, Install Conductor, Make Connections, Backfill, And Cleanup. Unit Of Measure = Each.	2	$51.17	$ 102.34
PS1010I	Pole, Wood, 50' Through 60', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Locates, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup, And Ha	4	$470.94	$ 1,883.76
PS1000I	Pole, Wood, Through 45', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup And Haul-off Of Spoil. Unit Of Measure = Each.	5	$354.70	$ 1,773.50
PS1000R	Pole, Wood, Through 45', Machine Dig With Auger. Includes: Haul Pole, Locates, Setup/teardown, Dig Hole, Grounding/guard As Required, Set Pole, Backfill, Tamp Or Foam As Required, Pole Plate, Fln, Driven Ground (removal Only), Cleanup And Haul-off Of Spoil. Unit Of Measure = Each.	6	$243.29	$ 1,459.74
				$ 12,358.87

ONCOR
Electric Delivery LLC

ONCOR Project:	3329468
TXDOT U-No.:	N/A
District:	Austin
County:	Williamson
Federal Proj. No.:	N/A
ROW CSJ No.:	N/A
CCSJ No:	N/A
Highway No.:	IH35
From:	CR 305
To:	CR 304

Attachment "A" Material List

Buy America	Estimated Quanity	Estimate Unit	Description	Estimated Cost Per Unit	Estimated Cost
	2	EA	Arrester, Dist, 15.00 KV, COMPOSITE, Met	$ 44.71	$ 89.42
	0.16	LB	Conductor,Wire, Bare, #6, SD	$ 8.44	$ 1.35
	104.5	FT	Conductor,Cable, TPX/OH, 600 V VOLT, 2/c	$ 0.93	$ 97.19
	9	KT	Structure,Foam, 7 CF, 70 Psi Mininum Com	$ 152.35	$ 1,371.15
	6	EA	Structure,Crossarm, Dist, Penta Treated	$ 38.52	$ 231.12
	2	EA	Fuse,Link, Removable Buttonhead, Univers	$ 8.45	$ 16.90
	2	EA	Fuse,Cutout, Open, Single Vent, 25 KV, 1	$ 95.37	$ 190.74
	0.14	LB	Conductor,Wire, Bare, #6, DSA	$ 6.72	$ 0.94
	12	BG	Electrical Supplies,Backfill, Grounding,	$ 24.87	$ 298.44
	2	EA	Line Hardware,Plate, Ground, 17 X 17 IN,	$ 139.02	$ 278.04
	16	EA	Fasteners,Staple, Hd Galv Steel, 0.162 X	$ 0.19	$ 3.04
	2	EA	Line Hardware,Guard, Ground Wire, Black,	$ 4.31	$ 8.62
	1.47	LB	Conductor,Wire, Bare, #6, DSA	$ 6.46	$ 9.50
	9	EA	Industrial,Plate, FLN, 6 X 5 X 0.018 IN,	$ 1.78	$ 16.02
	20	FT	Conductor,Cable, 5 kV KV, 1/c, #6, Cu, S	$ 1.06	$ 21.20
	1	EA	Pole,Wood, Distribution, 35 FT, Cl 5	$ 352.80	$ 352.80
	1	EA	Pole,Wood, Distribution, 40 FT, Cl 3	$ 637.24	$ 637.24
	3	EA	Pole,Wood, Distribution, 45 FT, Cl 3	$ 721.33	$ 2,163.99
	2	EA	Pole,Wood, Distribution, 50 FT, Cl 3	$ 836.39	$ 1,672.78
	2	EA	Pole,Wood, Dist, 55 FT, Cl 3	$ 969.06	$ 1,938.12
	1	EA	Insulator,Isolator, Secondary Isolator,	$ 37.12	$ 37.12
					$ 9,435.71

○ Materials indicated with * are to be 'Buy America' compliant.

◉ All materials contained in this listing are exempt from 'Buy America' provisions.

Utility agrees to comply with Buy America provisions in accordance with TxDOT / FHWA guidance for all utility work performed and accomplished in furtherance of this agreement. Certification, where indicated, will be provided with the FINAL billing documents.

_____	_____	_____	10-20-16
Initial	Date	Initial	Date
TxDOT		Utility	

ONCOR
Electric Delivery LLC

ONCOR Project:	**3329468**
TXDOT U-No.:	**N/A**
District:	**Austin**
County:	**Williamson**
Federal Proj. No.:	**N/A**
ROW CSJ No.:	**N/A**
Const CSJ:	**N/A**
Highway No.:	**IH35**
From:	**CR 305**
To:	**CR 304**

Attachment "A"
Voucher Estimate

Buy America	Description	Quantity	Unit	Estimated Cost Per Unit	Estimated Total Cost
	Surveying Crew	**1**	**2 man crew**	**$ 710.00**	**$ 710.00**
					$ -
					$ -
					$ -
					$ -
					$ -
					$ 710.00

Addendum 1

1. **Buy America**. Customer and Company acknowledge that this project is subject to the Buy America requirements of 23 U.S.C. §313 and 23 CFR 635.410. Company has therefore attached a list of structures and materials indicating which of those structures and materials are subject to said requirements, and by the respective initialing of said list by each, Customer and the Texas Department of Transportation approve and agree to such list and the indications made thereon by Company.

ONCOR
Electric Delivery LLC

ONCOR Project:	**3329468**
TXDOT U-No.:	**N/A**
District:	**Austin**
County:	**Williamson**
Federal Proj. No.:	**N/A**
ROW CSJ No.:	**N/A**
Const CSJ:	**N/A**
Highway No.:	**IH35**
From:	**CR 305**
To:	**CR 304**

Attachment "B"

Utility Schedule of Work and Estimated Date of Completion

Estimated Start Date *	January 16, 2017
Estimated Number of Days For Completion	25 to 30 week days, does not include holidays
Estimated Completion Date **	Febuary 24, 2017

*** Start date is based on receipt of signed TXDOT contract.**

**** Completion date is for construction phase only. This period does not include time allotment to capture trailing charges needed for project invoicing. Removal of existing poles in the new road ROW is contingent on all foreign pole contracts being removed in an expeditious manner.**

Note: **In the event that it becomes necessary, and/or at TXDOTs request, Oncor will ask if crews will work 7 days per week (their volitional option and does not including holidays) in order to facilitate getting the project done as quickly as possible. This will increase the labor costs. OED will work with TXDOT in the event that a Supplemental Agreement is necessary if the costs exceed 25% rule stated in Utility Manual.**

ONCOR

Electric Delivery Co., LLC

ONCOR Project:	**3329468**
TXDOT U-No.:	**N/A**
District:	**Austin**
County:	**Williamson**
Federal Proj. No.:	**N/A**
ROW CSJ No.:	**N/A**
Const CSJ:	**N/A**
Highway No.:	**IH35**
From:	**CR 305**
To:	**CR 304**

Attachment "C"

Eligibility Ratio

X	**Federal Utility Procedure (FUP)**	All utility adjustments are eligible for reimbursement by County projects. The necessity for, and justification of, **Interstate** adjustments depends on whether the existing facilities need to be adjusted to accommodate the highway and are in the best interests of the public.
	State Utility Procedure (SUP)	Utility adjustments on Federal-aid (non-interstate), Off-System, State, and FM highway projects **require a determination of eligibility**. The justification for cost participation depends on whether the existing facilities have real or compensable property rights, in addition to the need to be adjusted to accommodate the highway and are in the best interests of the public. In situations where eligibility is less than 100%, TXDOT ROW Division approval of the eligibility ratio will be required.

ONCOR

Electric Delivery LLC

ONCOR Project:	**3329468**
TXDOT U-Number:	**N/A**
District:	**Austin**
Description:	**Williamson**
County:	**N/A**
ROW CSJ No.	**N/A**
Const CSJ:	**N/A**
Highway:	**IH35**
From:	**CR 305**
To:	**CR 304**

Attachment "C"

Eligibility Ratio Calculation Formula

Federal Project is 100% Reimbursable

Attachment D

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment E

Proof of Property Interest

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation cost are eligible for Federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of all eligible cost.

Attachment F

UJUA

Utility Joint Use Agreement 80A

Agreement No: WC-JUA-UTILITY-IH-35/CR 305 – Oncor Electric Delivery LLC

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: CR 305
From: Approx 0.1 Miles North of Existing CR 305
To: Approx 0.2 Miles South of Existing CR 305

WHEREAS, Williamson County, hereinafter called the **County**, proposes to make certain roadway improvements on that section of the above indicated roadway; and

WHEREAS, Oncor Electric Delivery Company LLC , hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 20TH day of OCTOBER, 2016, or on location sketches attached hereto except as provided below;

NOW, THEREFORE, it is hereby mutually agreed that joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Where **Owner** by reason of ownership within the area described above of an easement or fee title has the right to alter, modify or add to facilities presently located within the area described or construct additional facilities therein, such right is hereby retained, provided, however, if existing facilities are to be altered or modified or new facilities constructed within said area the **Owner** agrees to notify the **County** prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic, and if, in the sole opinion of the **County**, such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, the **County** shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by **Owner** as the **County** deems necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

In the event of an emergency, it being evident that immediate action is necessary for protection of the public health and safety and to minimize property damage and loss of investment, either party hereto may at their own responsibility and risk make necessary emergency repairs, notifying the other party hereto of this action as soon as is practical.

Participation in actual costs incurred by the **Owner** for any future adjustment, removal or relocation of utility facilities required by roadway construction shall be in accordance with this Agreement and the laws of the State of Texas. Except as expressly provided herein, (1) the **Owner's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public, and (2) the **Owner** and the **County**, by execution of this agreement, do not waive or relinquish any right which they may have under the law or Constitution of this State.

In the event the **Owner** fails to comply with the requirements as set out herein, the **County** may take such action, as it deems appropriate to compel compliance.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: Oncor Electric Delivery LLC
Utility Name

By: _____
Glenn Fabian

Title: Manager Major Design Distribution

Date: 10-20-16

Williamson County
County

By: _____
Authorized Signature

Title: Williamson County Judge

Date: _____

Attachment I

Inclusion in Highway Construction Contract

"Not Applicable"

CobbFendley

Received
OCT 25 2016
HNTB Corporation
Round Rock

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd. Suite100
Round Rock, Texas 78664

Date: October 25, 2016
CobbFendley Job:
Re: CR 305 at IH 35
Oncor's Utility Agreement Package

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: Hand delivered

☐ Prints ☒ Originals ☐ Other _____

QUANTITY	DESCRIPTION
5	Oncor's Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

Mr. Church:

We have reviewed and recommend execution of Oncor's Utility Agreement Package in the amount of $29,255.96.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By: _____
Date & Time: _____

SIGNED Melissa Horn
Melissa Horn, Principal

Commissioners Court - Regular Session 21.

Meeting Date: 11/01/2016

North Mays Extension Antiquities Permit Application

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on North Mays Extension, a Road Bond Project in Commissioner Pct. 1.

Background

The permit requests the approval of pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on North Mays needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

North Mays Ext Antiquities Permit Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 02:52 PM
Form Started By: Dawn Haggard		Started On: 10/27/2016 11:24 AM
Final Approval Date: 10/27/2016		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) North Mays Street Extension
County (ies) Williamson
USGS Quadrangle Name and Number Round Rock - 30097E6
UTM Coordinates (approximate) Zone 14 R E 625700-626250 N 3379650-3381050
Location Between Oakmont Drive and Paloma Drive, crossing Chandler Branch east of IH 35
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency
Agency Representatives

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Dan Gattis, County Judge
Address 710 South Main Street, Suite 101
City/State/Zip Georgetown, TX 78626
Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Chris Dayton
Affiliation Cox|McLain Environmental Consulting, Inc.
Address 6010 Balcones Dr. Ste. 210
City/State/Zip Austin, TX 78731
Telephone (include area code) 512-338-2223 Email Address chris@coxmclain.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork September 19, 2016
Requested Permit Duration 3 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) pedestrian survey with shovel testing

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Cox|McLain Environmental Consulting, Austin, TX
Permanent Curatorial Facility Texas State Center for Archaeological Studies (CAS)

IV. OWNER'S CERTIFICATION

I, Judge Dan Gattis, as legal representative of the Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Chris Dayton, as Principal Investigator employed by Cox|McLain Environmental Consulting, Inc. (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date August 18, 2016

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vitae must be on file with the Division of Antiquities Protection.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us

TEXAS HISTORICAL COMMISSION
The State Agency for Historic Preservation

ARCHEOLOGICAL INTENSIVE SURVEY SCOPE

North Mays Street Extension
Williamson County, Texas

Project Description

Williamson County, a political subdivision of the State of Texas, proposes to construct approximately 0.93 miles of new-location roadway as an extension of North Mays Street between Paloma Boulevard and Oakmont Drive just east of Interstate Highway 35 (IH 35) in Round Rock, Williamson County, Texas (Figures 1 and 2). The proposed right-of-way is typically 150-200 feet (ft) in width. Including tie-in work at the existing roads to the north and south, the project footprint, and therefore the archeological area of potential effects (APE), covers approximately 17.76 acres, of which 1.1 acres is existing right-of-way and 16.66 acres is proposed new right-of-way. The project is funded by County bonds and is therefore subject to the Antiquities Code of Texas. No federal nexus is known.

Background Information

The APE is located at elevations of approximately 720-760 ft above mean sea level on the floodplain of Chandler Branch and uplands flanking the creek. The APE is underlain by Crawford, Houston Black, and Tinn clays on 0-3 percent slopes over a Cretaceous geologic substrate consisting of marls, clays, and limestones of the Del Rio Clay and Georgetown Formation (NRCS 2016; USGS 2016). Land within the APE is currently used for pasture.

A search of the *Texas Archeological Sites Atlas* (Atlas) maintained by the Texas Historical Commission (THC) and the Texas Archeological Research Laboratory (TARL) was conducted in order to identify archeological sites, historical markers (Recorded Texas Historic Landmarks or RTHLs), properties or districts listed on the National Register of Historic Places (NRHP), State Antiquities Landmarks (SALs), cemeteries, or other cultural resources that may have been previously recorded in or near the APE, as well as previous surveys undertaken in the area.

According to Atlas survey coverage data, no previous archeological surveys have intersected the APE, nor have any previous delineations of archeological sites (THC 2016). Within one mile of the APE, notations for the following previously documented resources were found:

Research Design

Cox|McLain Environmental Consulting, Inc. (CMEC) will conduct an intensive survey of the APE per category 6 under 13 TAC 26.15 and using the definitions in 13 TAC 26.3. Field methods and strategies will comply with the requirements of relevant subsections of 13 TAC 26, as elaborated by the THC and the Council of Texas Archeologists (CTA).

Based on the topographic setting and soil/geologic characteristics, it is expected that the survey will consist of pedestrian examination with judgmental shovel testing along most of the APE, supplemented by several backhoe trenches along each side of Chandler Branch if field observations confirm that deep alluvial deposits are present and likely undisturbed. Shovel tests will be placed where ground surface visibility is below 30 percent, soils appear to be of sufficient depth to contain subsurface cultural materials, and/or previous disturbance appears minimal. All shovel tests will be excavated in natural levels to subsoil or 60 cm (24 in), whichever is encountered first. Excavated matrix will be screened through 0.635-cm (0.25-in) hardware cloth as allowed by moisture and clay content, which may require that the removed sediment be crumbled/sorted by hand, trowel, and/or shovel point. Mechanical trenches will be excavated under the supervision of archeologists, and samples will be screened throughout. All deposits will be described using conventional texture classifications and Munsell color designations. Radial shovel tests will be placed at 5-m (16-ft) intervals around each shovel test positive for cultural material until two negative units have been established in each cardinal direction, as allowed by project limits, observed disturbance, and other constraints. Deviations from THC and CTA standards will be explicitly justified.

The project is located primarily on private land anticipated for acquisition as right-of-way. Therefore, diagnostic historic-age and prehistoric-age artifacts will be documented in the field but not collected.

If for any reason full access is not available at the time of the survey, a reasonable and good-faith effort will be made to document inaccessible areas from accessible areas for the purposes of the present permit. This permit would then be closed (assuming all work products and submittals meet THC/CTA requirements) and, if necessary, an additional permit application would be submitted at a future date when any remaining land becomes accessible.

Any site recorded during the investigation will be identified by a temporary marker placed on the site. The marker will have an identifying number in the form of the initials of the CMEC employee who recorded the site, followed by a consecutively assigned number that will indicate the order in which the sites were discovered (e.g., HR-01, HR-02, etc). This number is a temporary field number to be superseded by a formal site trinomial obtained following the completion of fieldwork (see below). Site designations will be applied only to features (whether surface or subsurface) that appear to represent occupation or activity areas and/or to clusters of artifacts (whether surface or subsurface), with the minimum threshold of two contiguous positive shovel test units.

CMEC personnel will keep a complete record of field notes supplemented by digital photographs, with observations including (but not limited to) identified sites, cultural materials, location markers, contextual integrity, estimated time periods of occupations, vegetation, topography, hydrology, land use, soil exposures, general conditions at the time of the survey, and field techniques employed.

The project has a very low probability of encountering prehistoric or historic-age human burials; however, if burials are found, the Williamson County Clerk and the THC will be notified and all requirements of 8 THSC 711 will be followed.

Reporting and Curation

Relevant field observations for any new sites discovered will be transferred to TexSite forms and submitted to TARL for official recording and integration into the trinomial system. An analysis of recorded materials and site characteristics will be performed, and the results presented in a clear and concise manner. These data will be used to formulate a preliminary evaluation of the NRHP and/or SAL eligibility of each site, as well as a recommendation for further work or no further work, supported by explicit justifications (13 TAC 26.3; 13 TAC 26.10; 13 TAC 26.16). Data, sites recorded, and NRHP/SAL eligibility assessments will be presented in a standard draft survey report to be submitted to the County and the THC. Per 13 TAC 26.16, the final permit-closure submittal to the THC will include a transmittal letter, abstract form, project area shapefile, tagged PDF files of the report in both restricted (with site locations) and public (without site locations) versions, as applicable. Copies of the public version of the report will be made available to future researchers at 11 repositories across the state; project materials (records/artifacts as applicable) will be curated at the Texas State Center for Archaeological

Studies (CAS) per 13 TAC 26.16 and 26.17. It is understood that following submittal of records to CAS for curation, CAS will supply an approved Curation form to the THC as well as a Held-in-Trust form to be completed by personnel at the THC prior to the approval of permit closure.

References

Natural Resources Conservation Service (NRCS)

2016 NRCS SSURGO and STATSGO soil data viewed through SoilWeb KMZ interface for Google Earth, available at http://casoilresource.lawr.ucdavis.edu/soilweb/. U.S. Department of Agriculture and California Soil Resource Laboratory, University of California, Davis. Accessed August 18, 2016.

Texas Historical Commission (THC)

2016 *Texas Archeological Sites Atlas.* Texas Archeological Research Laboratory and the Texas Historical Commission. Available at http://nueces.thc.state.tx.us. Accessed August 18, 2016.

U.S. Geological Survey (USGS)

2016 *Texas Geology Map Viewer*. Available at http://txpub.usgs.gov/dss/texasgeology/, accessed August 18, 2016.

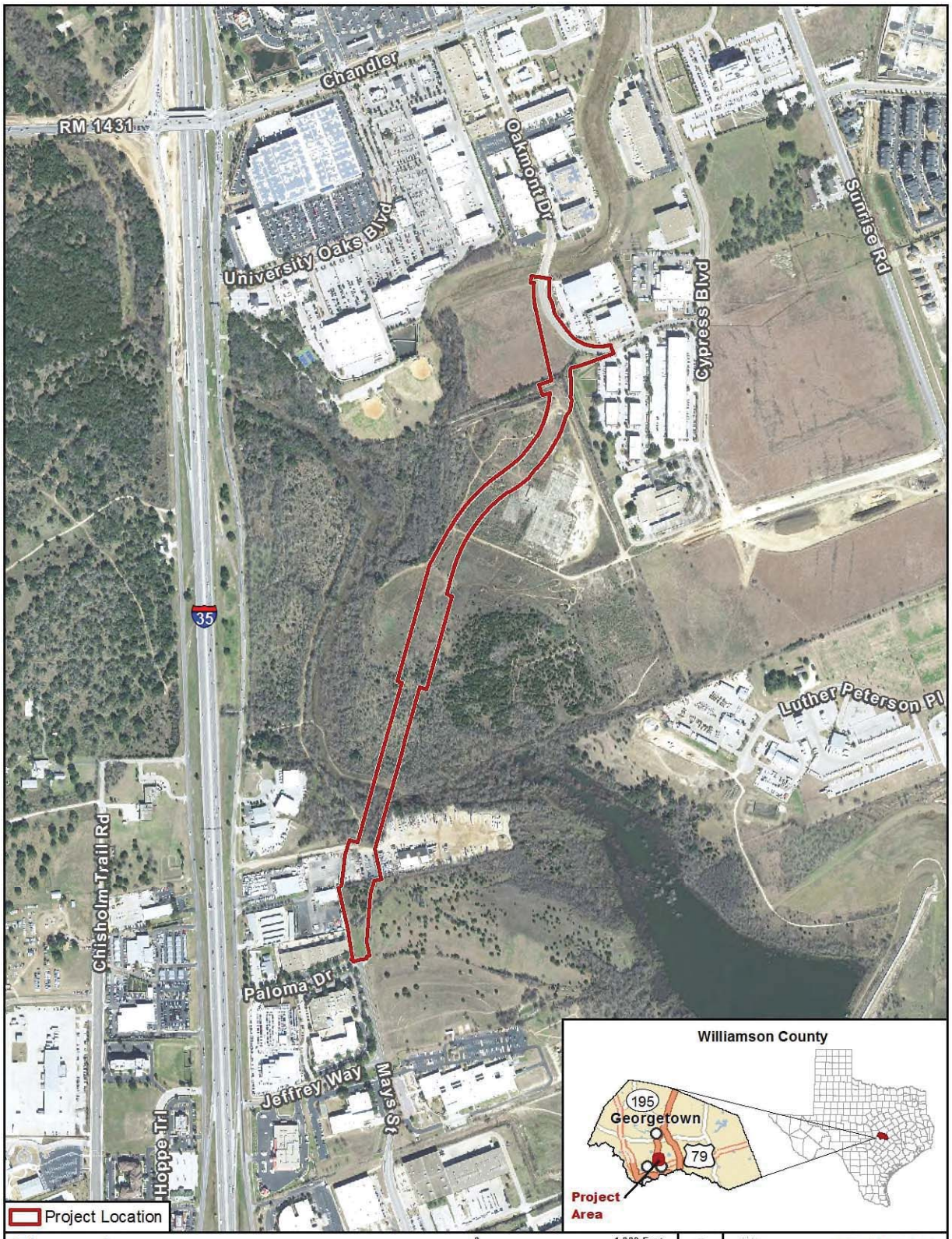


Figure 1

Project Location

North Mays Extension

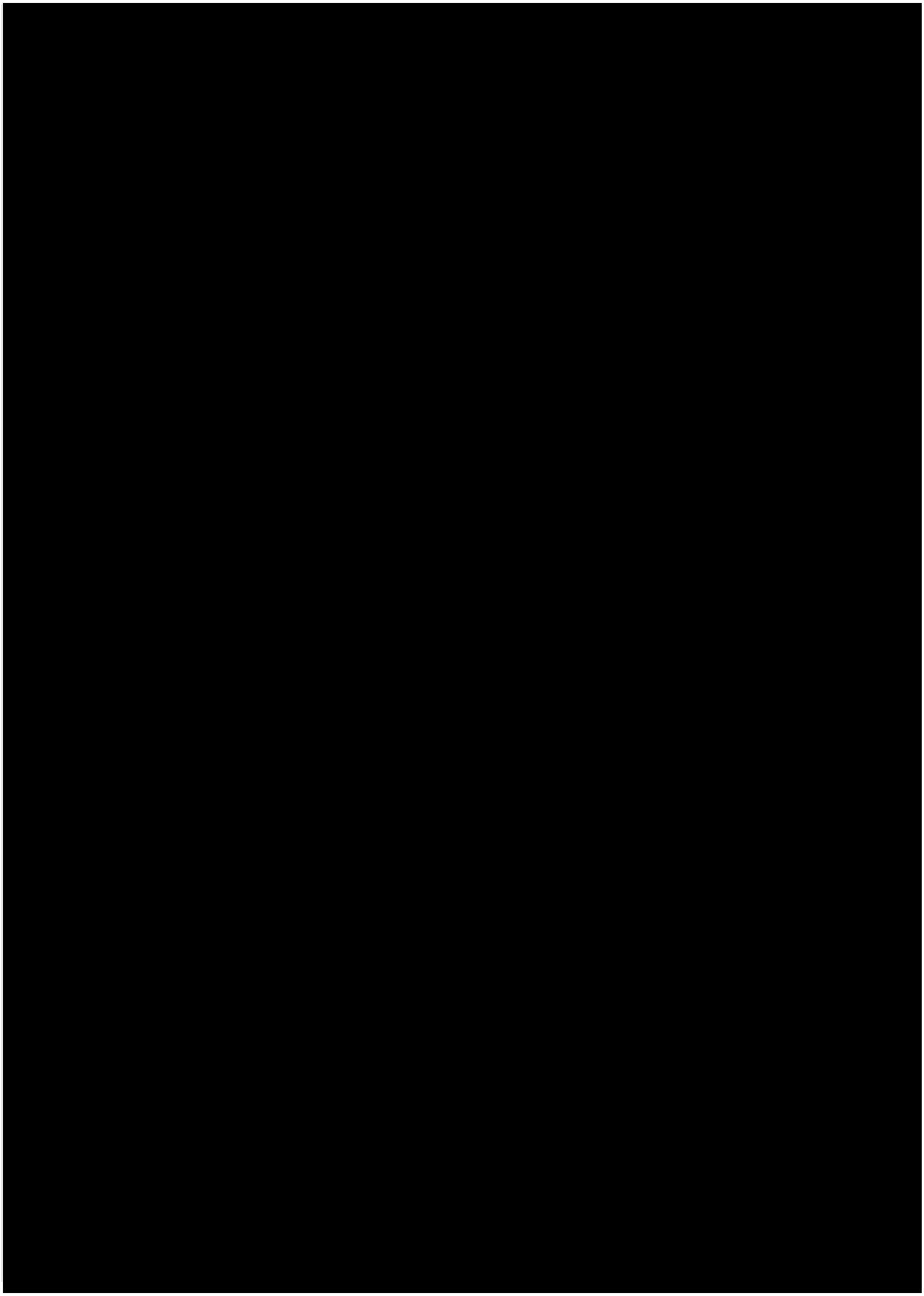
0 1,000 Feet
0 300 Meters

Aerial Source: TNRIS (2015)

COX | McLAIN Environmental Consulting

Prepared for: Williamson County	1 in = 1,000 feet
	Scale: 1:12,000
Prepared by: SL	Date: 9/29/2016

G:\Projects\Williamson_County\North_Mays\Arch_Figure 1_Project Location_20160929.mxd



Commissioners Court - Regular Session 22.

Meeting Date: 11/01/2016

Oldcastle Development Agreement

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 development agreement with Oldcastle Materials Texas Production Assets Company, LLC for the engineering, design and construction of the Seward Junction Southwest roadway connecting SH 29 to US 183.

Background

Oldcastle Materials Texas Production Assets Company LLC owns approximately 171.664 acres of land near the southwest corner of SH 29 and US 183 and has agreed to donate all right-of-way and easements necessary for the construction of the roadway, as shown in Exhibit D. The development agreement was written by Charlie Crossfield.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Signed Development Agreement and Exhibits A - E

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:54 AM
Form Started By: Kathy Pierce		Started On: 10/27/2016 09:31 AM
Final Approval Date: 10/27/2016		

STATE OF TEXAS	§	**DEVELOPMENT AGREEMENT**
	§	**REGARDING**
COUNTY OF WILLIAMSON	§	**OLDCASTLE MATERIALS TEXAS PRODUCTION ASSETS COMPANY, LLC.**

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and OLDCASTLE MATERIALS TEXAS PRODUCTION ASSETS COMPANY, LLC. ("Owner"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, Owner owns approximately 171.664 acres of land located near the southwest corner of SH 29 and US 183 (referred to as the "Property") and as described in **Exhibit "A"**, attached hereto.

WHEREAS, the County and the Owner desire to co-operate in the expeditious engineering, design and construction of the Seward Junction Southwest (the "Project"), a roadway connecting SH 29 to US 183 through the Property, the approximate location of the Project being shown on **Exhibit "B"**, attached hereto; and

WHEREAS, the County desires to design, engineer and construct the Project pursuant to the terms and conditions stated herein; and

WHEREAS, the County desires the Owner to dedicate to the County all right-of-way and easements needed for the Project within the Property, pursuant to the terms and conditions stated herein.

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Owner hereby agree as follows:

A. **PURPOSE**

The purpose of this Agreement is to provide for the orderly and expeditious design, engineering and construction of the Project.

B. **GENERAL TERMS AND CONDITIONS**

1. The Project is defined as the design of a six-lane, divided arterial road, and the construction of the western portion of said arterial road, together with all required related construction and drainage improvements extending through the Property, to be located approximately as shown on Exhibit "B" attached hereto and pursuant to the cross-section as shown on **Exhibit "C"**, attached hereto. The Project also includes all permitting, environmental mitigation, medians, turn lanes, traffic signalization, striping and guardrails and other items determined by the County to be necessary for the road construction.

2. The Project Costs are herein defined as all costs of material, labor, grading, paving, drainage, detention, erosion control, mitigation and all other costs related to the construction of the Project, as well as costs of engineering, design, utility relocation, construction phase design services, and construction inspection and testing.

C. **COUNTY OBLIGATIONS**

1. The County shall be solely responsible for all Project Costs. The County will allow the Owner to review all preliminary and final designs prior to bid. The Project shall be constructed pursuant to all Williamson County road bond design standards. Additionally, the County may utilize design speeds and pavement design differing from the normal design standards to accommodate increased truck traffic.

2. The County shall construct the western portion of the designed lanes within the time period described below, subject to force majeure conditions. The initial design of the Project shall be as shown on Exhibit "B", attached hereto. The future median openings (the "Median Openings") shall be located as shown on said Exhibit B, and coordinated with Owner's future proposed building and site vehicular access.

3. The County will construct at least one additional access point to Owner's Property, which will be located between the Median Openings. This access point must conform to the County and City of Liberty Hill traffic regulations and driveway spacing requirements.

4. The County will design and construct a right turn out acceleration lane and a right turn lane into Owner's property at both Median Openings.

5. The County shall endeavor to bid the Project within twelve (12) months after the Effective Date of this Agreement, or the date the County acquires the remainder of the dedicated right-of-way for the Project outside of the Property, whichever occurs latest. The County will endeavor to complete the Project within twelve (12) months after contract award.

6. If the Project is not completed and accepted by the County within 36 months after the Effective Date, the County reserves the right to declare this Agreement null and void and neither party shall be liable in any way to the other party because of said termination. This Agreement may be extended by the County for up to 4 years after the Effective Date. If after that extension, the Project has not been substantially completed, the County will re-convey all right-of-way and other easements dedicated to the County at no cost to Owner.

D. **OWNER OBLIGATIONS**

1. The Owner shall provide all right-of-way for the Project through the Property as shown on **Exhibit "D"** and all temporary and permanent easements necessary for the conveyance of storm water, detention and water quality on the Property so that no temporary or permanent facilities will be required within the Project right-of-way. The Owner shall dedicate an additional easement along SH 29 as shown on **Exhibit "E",** that is approximately 600' in length, and 15' in width, if needed for the right turn lane on SH 29 at Seward Junction Southwest. Dedication of this additional easement shall occur as soon as possible after the approval of this Agreement, or when so requested by the County. Underground utilities and appurtenant facilities may be located within the right-of-way. Sidewalks, if required, shall be located outside of the right-of-way and be maintained by Owner.

2. The Owner shall be responsible for all costs resulting from the future development of the property related to the engineering, design, and construction of or relocation of any water, wastewater and dry utility items, including all permitting, inspection and testing costs within the right-of-way.

3. As consideration for the design and construction of the acceleration, deceleration and other turn lanes described in Section C(4), above, Owner agrees to deliver to County road base material in an amount equal to $60,000, at the location or locations deemed reasonable by both parties. The County reserves the right to inspect, test and approve said materials prior to acceptance. If the material is deemed insufficient by the County, the County may, in its sole discretion, forego the construction of any of the additional work described in Section C(4), above until acceptable material can be provided.

4. Owner recognizes that the center access point will be right-in and right-out at some time in the future, with no compensation to Owner.

5. Owner shall dedicate to the public, upon request by the County, that portion of land that currently lies between the CHG subdivision and the land dedicated for roadway use in this document. This portion of land is better described as that area shown it green from approximately Sta. 127+00 to Sta. 149+00 on Exhibit "A".

E. PROJECT RIGHT-OF-WAY

This Agreement is specifically contingent upon the County successfully acquiring, by fee dedication, all remaining Project right-of-way outside of the Property and any Project-related easements ("Additional Right-of-way"). If for any reason the County fails to close on the Additional Right-of-way within three (3) months of the Effective Date of this Agreement, the County shall have the option of declaring this Agreement null and void.

F. MISCELLANEOUS PROVISIONS

1. Actions Performable. The County and the Owner agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. Governing Law. The County and Owner agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

5. Exhibits. All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. Notice. All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carried, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:

County Judge
Dan A. Gattis
710 S. Main Street, Suite 101
Georgetown, TX 78626
Phone: (512) 943-1577

Owner:

_____
_____
_____
Phone: _____

7. Force Majeure. Owner and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Assignment. This Agreement may be assigned by the Owner only with the written consent of the Williamson County Commissioners Court.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Owner, respectively.

SIGNED as of this _____ day of _____, 2016_.

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

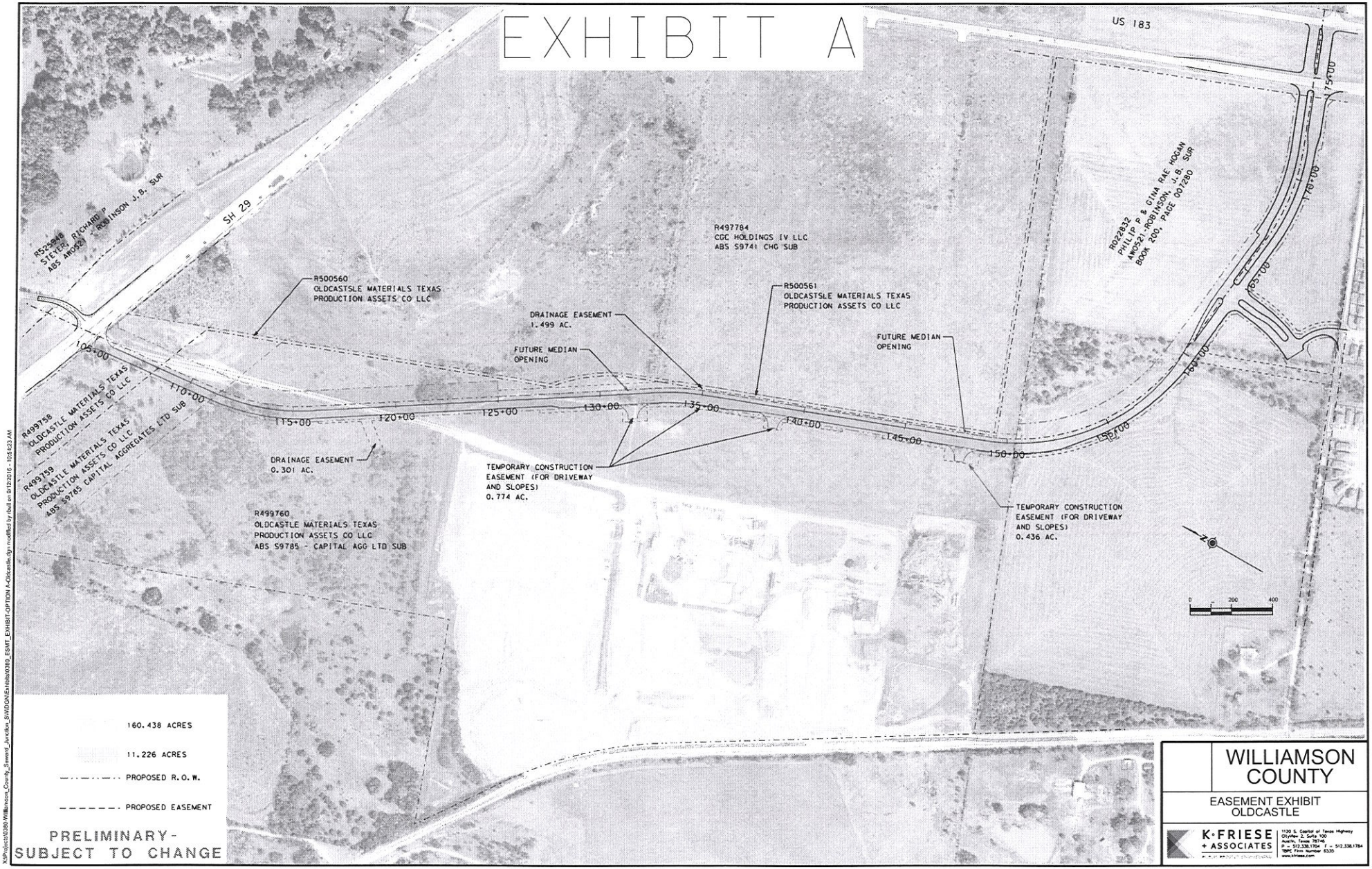
ATTEST:

_____
Nancy Rister, County Clerk

OLDCASTLE MATERIALS TEXAS PRODUCTION ASSETS COMPANY, LLC

By: Joe Naivar Jr.
Its: Vice President

EXHIBIT A



WILLIAMSON COUNTY

EASEMENT EXHIBIT
OLDCASTLE

K·FRIESE + ASSOCIATES
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P - 512.338.1704 F - 512.338.1784
TBPE Firm Number 8535
www.kfriese.com

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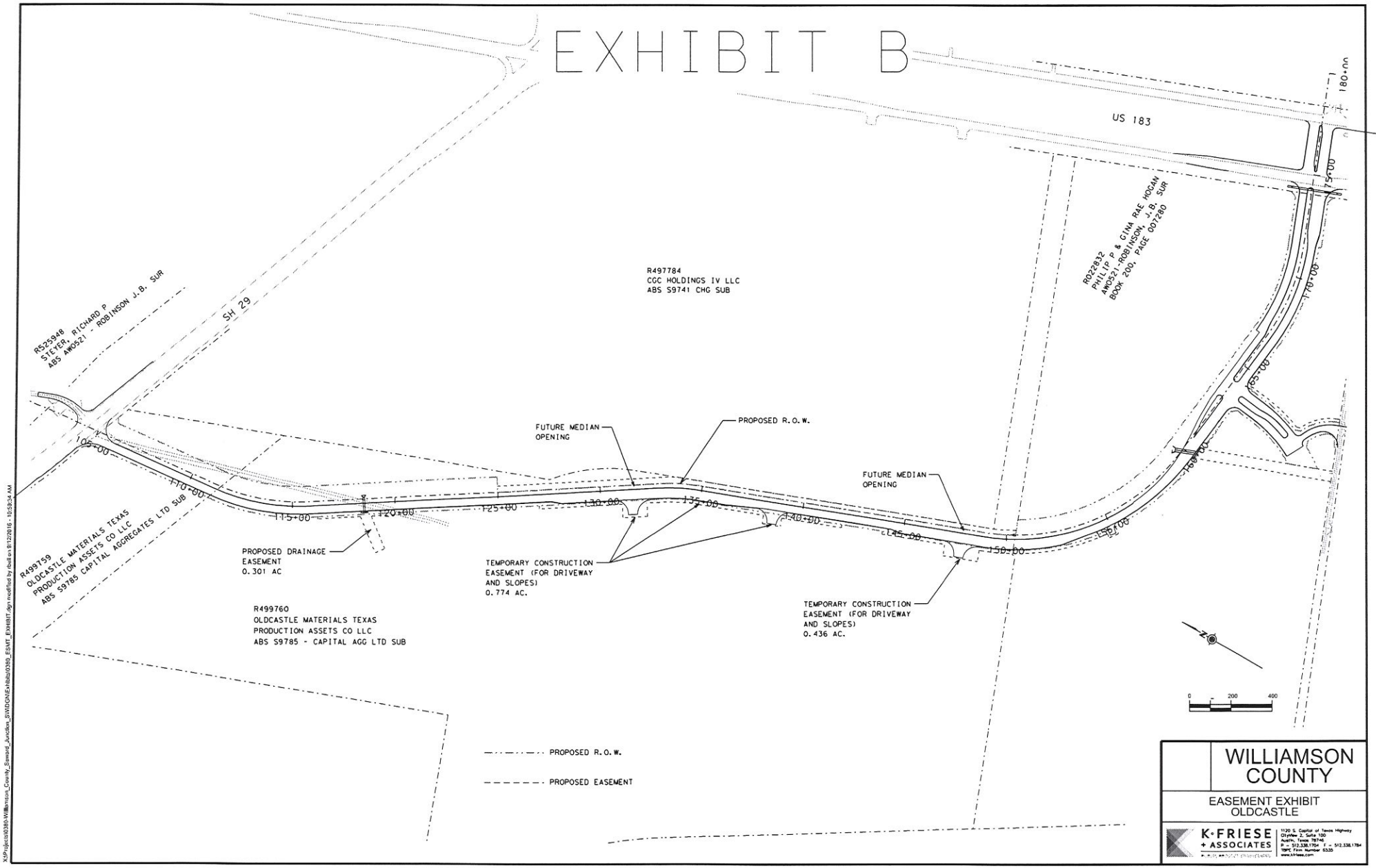
EXHIBIT B



WILLIAMSON COUNTY

EASEMENT EXHIBIT
OLDCASTLE

K·FRIESE + ASSOCIATES
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P. +1 512.338.1704 F. +1 512.338.1784
TBPE Firm Number 6535
www.kfriese.com

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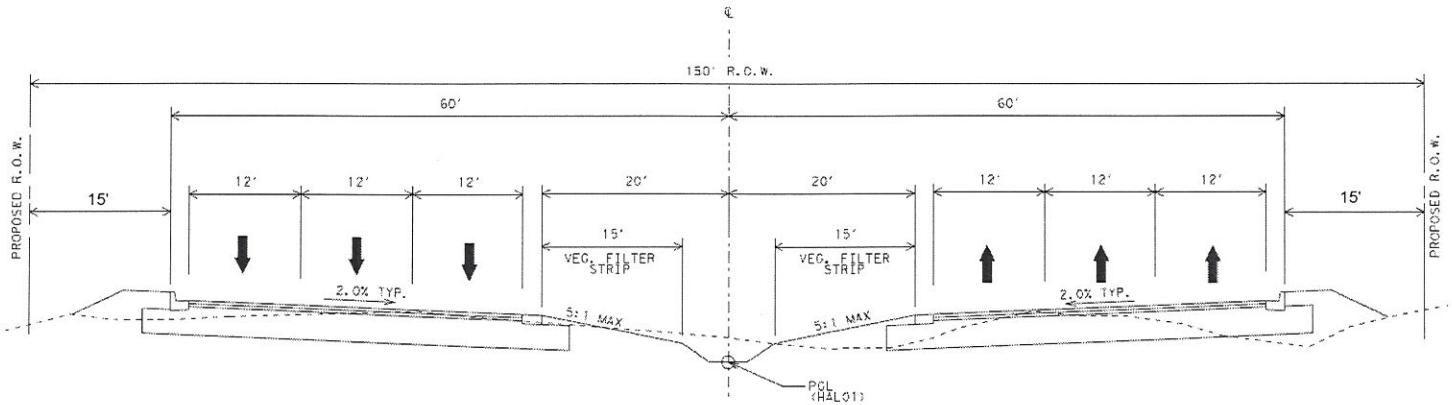
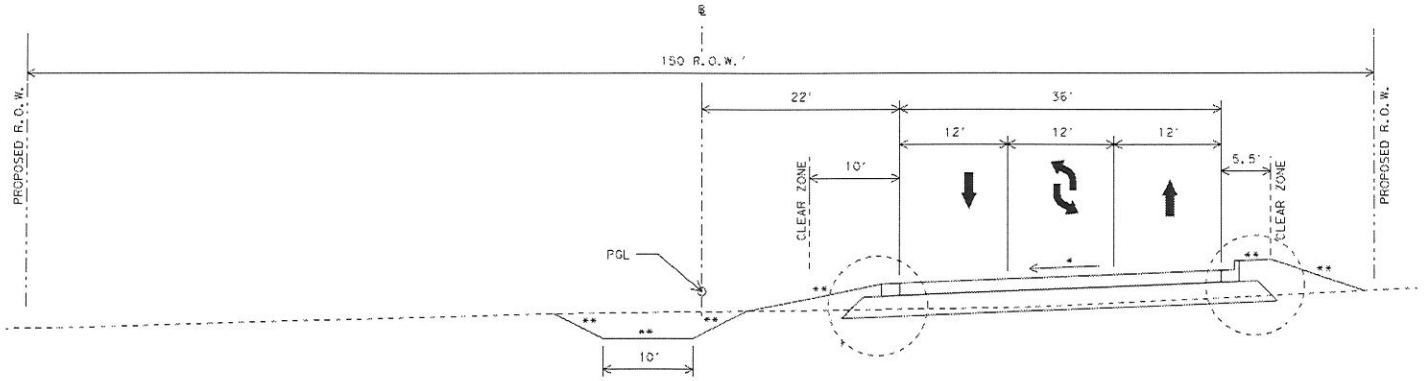
EXHIBIT C



ULTIMATE 6-LANE TYPICAL SECTION

NOT TO SCALE



INTERIM 3-LANE TYPICAL SECTION

NOT TO SCALE

EXHIBIT D

County: Williamson
Parcel No.: 1
Highway: Seward Junction Southwest
Limits: From: S.H. 29
To: C.R. 263

DESCRIPTION FOR PARCEL 1

DESCRIPTION OF AN 11.227 ACRE (489,048 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 1 AND LOT 2, BLOCK A, CAPITOL AGGREGATES, LTD. SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NO. 2008080708 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), DESCRIBED AS A CALLED 171.664 ACRE TRACT OF LAND IN A DEED TO OLDCASTLE MATERIALS TEXAS PRODUCTION ASSETS COMPANY, LLC, RECORDED IN DOCUMENT NO. 2014042997, O.P.R.W.C.TX., SAID 11.227 ACRE (489,048 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with cap stamped "RPLS 2218" found 154.08 feet left of Seward Junction Southwest (SJS) Engineer's Centerline Station (E.C.S.) 105+87.63 on the existing south right-of-way line of State Highway 29 (SH-29), a variable width right-of-way, as conveyed to the State of Texas in Volume 415, Page 487 of the Deed Records of Williamson County Texas (D.R.W.C.TX.), at the northeast corner of said 171.664 acre tract, also being the northwest corner of Lot 1, CHG Subdivision, a subdivision of record in Document No. 2008065392 O.P.R.W.C.TX., same being the remainder of a called 156.48 acre tract of land described in a deed to Land Partnership No.1, recorded in Document No. 2004030001, O.P.R.W.C.TX.;

THENCE N 69°18'02" W, with the north line of said 171.664 acre tract, and the existing south right-of-way line of said SH-29, a distance of 60.29 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet left of SJS E.C.S. 105+60.98, on the proposed east right-of-way line of Seward Junction Southwest, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10210942.21, E:3066433.64) and the most northerly northeast corner of the parcel described herein;

THENCE with the said proposed east right-of-way line of said Seward Junction Southwest, over and across said 171.664 acre tract, the following eleven (11) courses and distances numbered 1-11:

1) S 57°34'16" W, departing the existing south right-of-way line of said SH-29, a distance of 28.03 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 105+73.66,

2) S 05°32'12" E, a distance of 536.03 feet to a Cotton Spindle set 75.00 feet left of SJS E.C.S. 111+09.69, for the beginning of a curve to the left,

3) With said curve to the left, an arc distance of 465.92 feet, through a central angle of 28°51'36", having a radius of 925.00 feet, and a chord that bears S 19°58'00" E, a distance of 461.01 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 116+12.40,

4) S 32°54'57" E, a distance of 888.55 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 125+00.00,

5) S 57°05'03" W, a distance of 75.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet right of SJS E.C.S. 125+00.00,

6) S 32°54'57" E, a distance of 785.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet right of SJS E.C.S. 132+85.84, said point being the beginning of a curve to the right,

7) With said curve to the right, an arc distance of 210.88 feet, through a central angle of 12°04'58", having a radius of 1,000.00 feet, and a chord that bears S 26°52'28" E, a distance of 210.49 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet right of SJS E.C.S. 134+96.72,

8) S 20°50'00" E, a distance of 747.39 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet left of SJS E.C.S. 142+44.11,

9) S 20°35'00" E, a distance of 643.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet left of SJS E.C.S. 148+87.48, said point being the beginning of a curve to the left,

10) With said curve to the left, an arc distance of 45.36 feet, through a central angle of 02°35'55", having a radius of 1,000.00 feet, and a chord that bears S 21°52'57" E, a distance of 45.35 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet left of SJS E.C.S. 149+32.83, said point being the beginning of a curve to the left, from which a 5/8-inch iron rod found for an interior ell corner of said 171.664 acre tract, same being the southwest corner of said remainder of a called 156.48 acre tract bears N 69°16'06" E, a distance of 23.48 feet, and

11) With said curve to the left, an arc distance of 110.51, through a central angle of 06°19'55", having a radius of 1,000.00 feet, and a chord that bears S 26°20'52" E, a distance of 110.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet left of SJS E.C.S. 150+43.35 on the south line of said 171.664 acre tract, same being the north line of the remainder of a called 117.15 acre tract of land, described in a deed to Philip Hogan and wife, Gina Rae Hogan, recorded in Document No. 2000007280, O.P.R.W.C.TX., for the southeast corner of the parcel described herein;

12) **THENCE** S 69°16'09" W, departing the proposed east right-of-way line of said Seward Junction Southwest, with the common line of said 171.664 acre tract and said remainder of a called 117.15 acre tract, a distance of 75.83 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 150+32.58 on the proposed west right-of-way line of said Seward Junction Southwest, said point being the southwest corner of the parcel described herein and the beginning of a curve to the right, from which a 1/2-inch iron rod found bears S 69°16'09" W, a distance of 21.41 feet;

THENCE departing the common line of said 171.664 acre tract and said remainder of a called 117.15 acre tract, with the proposed west right-of-way line of said Seward Junction Southwest, over and across said 171.664 acre tract, the following eight (8) courses and distances numbered 13-20:

13) With said curve to the right, an arc distance of 155.98 feet, through a central angle of 08°18'49", having a radius of 1,075.00 feet, and a chord that bears N 24°44'24" W, a distance of 155.84 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 148+87.48,

14) N 20°35'00" W, a distance of 643.20 feet to a calculated point 75.00 feet right of SJS E.C.S. 142+43.95,

15) N 20°50'00" W, a distance of 747.23 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 134+96.72, said point being the beginning of a curve to the left,

16) With said curve to the left, an arc distance of 195.07 feet, through a central angle of 12°04'58", having a radius of 925.00 feet, and a chord that bears N 26°52'28" W, a distance of 194.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 132+85.84,

17) N 32°54'57" W, a distance of 1,672.52 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 116+13.32, said point being the beginning of a curve to the right,

18) With said curve to the right, an arc distance of 539.47 feet, through a central angle of 28°45'10", having a radius of 1,075.00 feet, and a chord that bears N 19°54'47" W, a distance of 533.83 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 111+09.69,

19) N 05°32'12" W, a distance of 609.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 105+00.00, and

20) N 39°21'12" W, a distance of 44.92 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet right of SJS E.C.S. 104+62.41 on the existing south right-of-way line of said SH-29, same being the north line of said 171.664 acre tract, said point being the northwest corner of the parcel described herein, from which a 1/2-inch iron rod found on the existing south right-of-way line of said SH-29 for the northwest corner of said 171.664 acre tract bears N 69°18'02" W, a distance of 1,131.04 feet to a calculated point, for the beginning of a curve to the left, and with said curve to the left an arc distance of 189.56 feet, through a central angle of 00°56'34", having a radius of 11,519.16 feet, and a chord that bears N 68°47'47" W, a distance of 189.56 feet;

21) **THENCE** S 69°18'02" E, departing the proposed west right-of-way line of said Seward Junction Southwest, with the existing south right-of-way line of said SH-29, same being the north line of said 171.664 acre tract, a distance of 222.97 feet to the **POINT OF BEGINNING**, and containing 11.227 acres (489,048 sq. ft.) of land, more or less.

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

All bearings are based on the Texas State Plane Coordinate System, Central Zone, NAD83. All distances shown hereon are adjusted to the surface using a combined scale factor of 1.000120

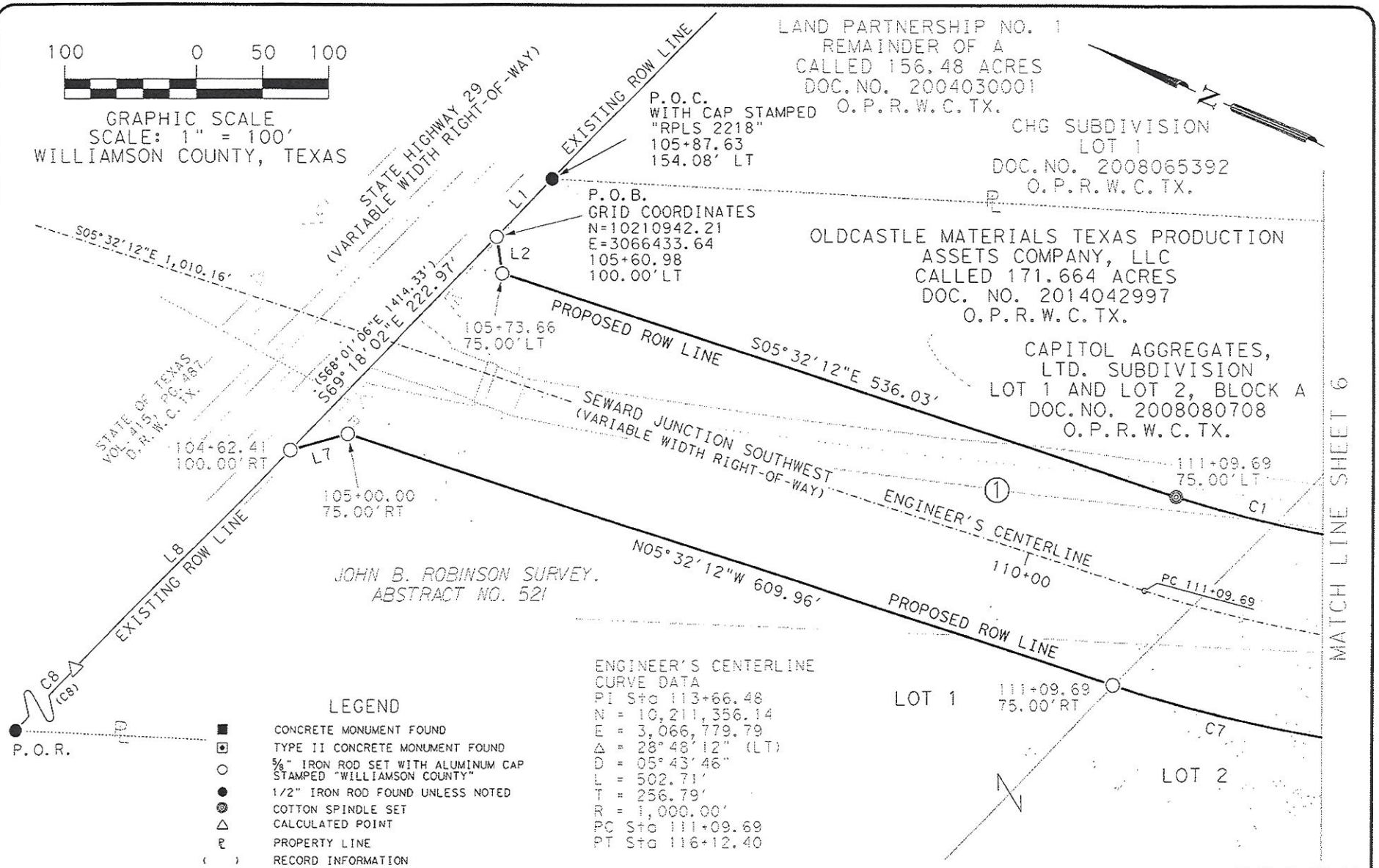
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 15th day of September, 2016.

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

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



LEGEND

■	CONCRETE MONUMENT FOUND
⊡	TYPE II CONCRETE MONUMENT FOUND
○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◎	COTTON SPINDLE SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
----1/----	DISTANCE NOT TO SCALE
----1----	DEED LINE (COMMON OWNERSHIP)

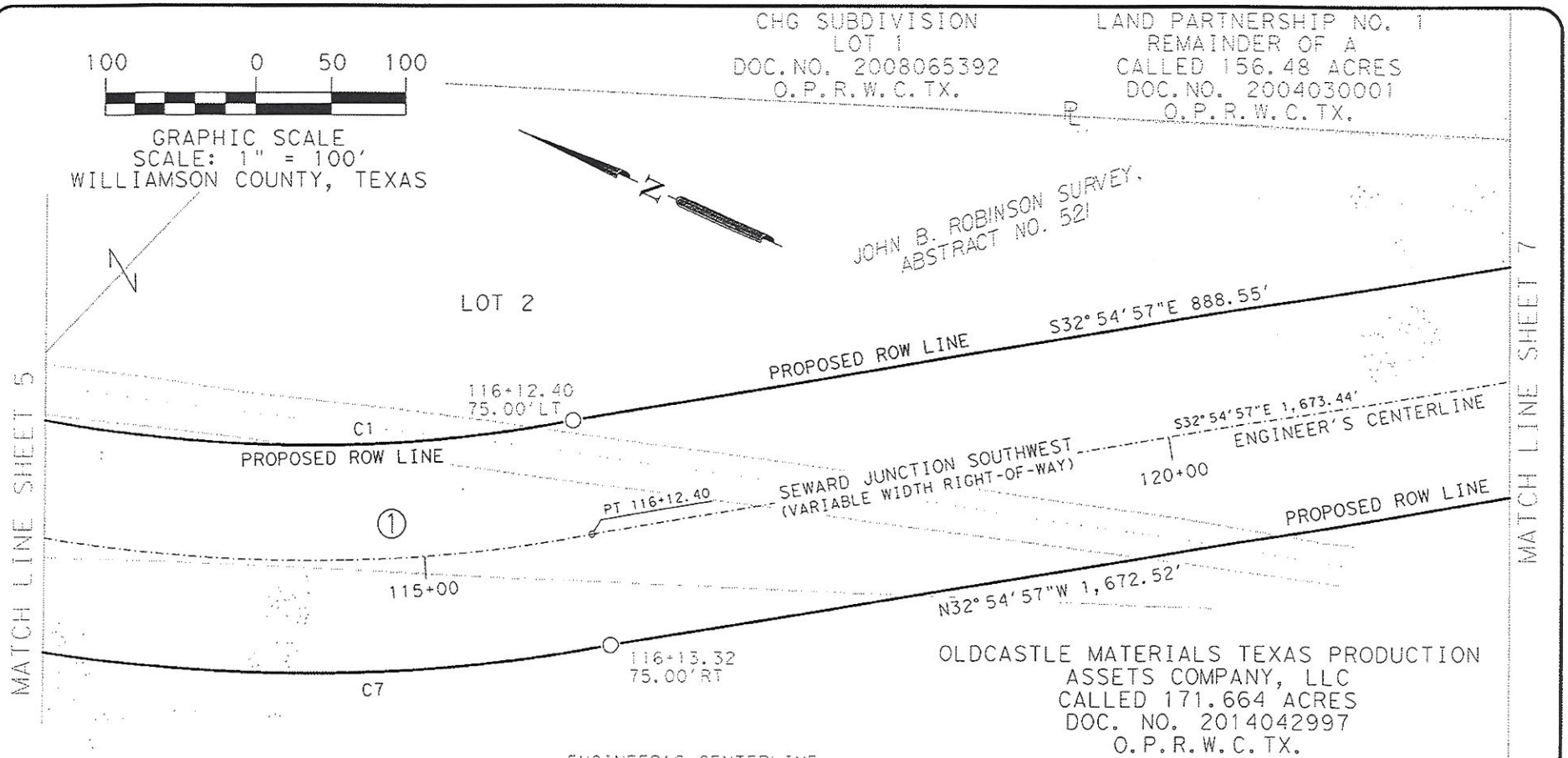
ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 113+66.48
N = 10,211,356.14
E = 3,066,779.79
Δ = 28°48'12" (LT)
D = 05°43'46"
L = 502.71'
T = 256.79'
R = 1,000.00'
PC Sta 111+09.69
PT Sta 116+12.40

REF. FIELD NOTE NO. 30896_R2
FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel 1-1.dgn

EXISTING	171.664 AC.	ACQUIRE	11.227 AC.	REMAINING	146.860 AC. RIGHT/13.566 AC. LEFT

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
OLDCASTLE MATERIALS TEXAS
PRODUCTION ASSETS COMPANY, LLC
PARCEL 1
11.227 AC. (489,048 SQ. FT.)



ENGINEER'S CENTERLINE
CURVE DATA
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N = 10,211,356.14
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Δ = 28°48'12" (LT)
D = 05°43'46"
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LEGEND

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●	1/2" IRON ROD FOUND UNLESS NOTED
◎	COTTON SPINDLE SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
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O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
----a----	DISTANCE NOT TO SCALE
----1----	DEED LINE (COMMON OWNERSHIP)

REF. FIELD NOTE NO. 30896_R2
FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel 1-2.dgn

EXISTING	171.664 AC.	ACQUIRE	11.227 AC.	REMAINING	146.860 AC. RIGHT/13.566 AC. LEFT

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PARCEL 1
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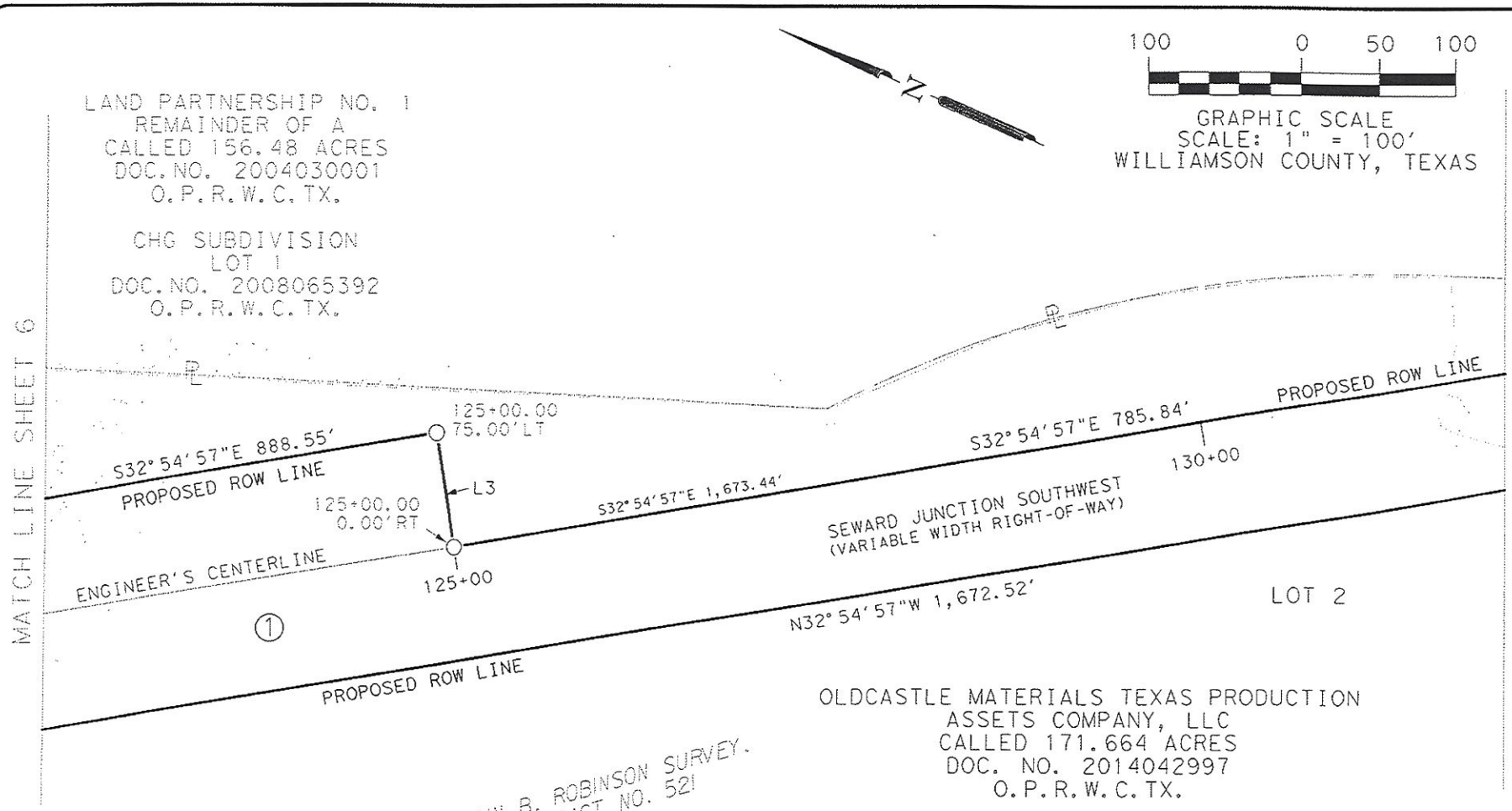

LEGEND

■	CONCRETE MONUMENT FOUND
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○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◎	COTTON SPINDLE SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

REF. FIELD NOTE NO. 30896_R2

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plots\Parcel 1-3.dgn

EXISTING	171.664 AC.	ACQUIRE	11.227 AC.	REMAINING	146.860 AC. RIGHT/13.566 AC. LEFT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
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Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
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RIGHT-OF-WAY SKETCH
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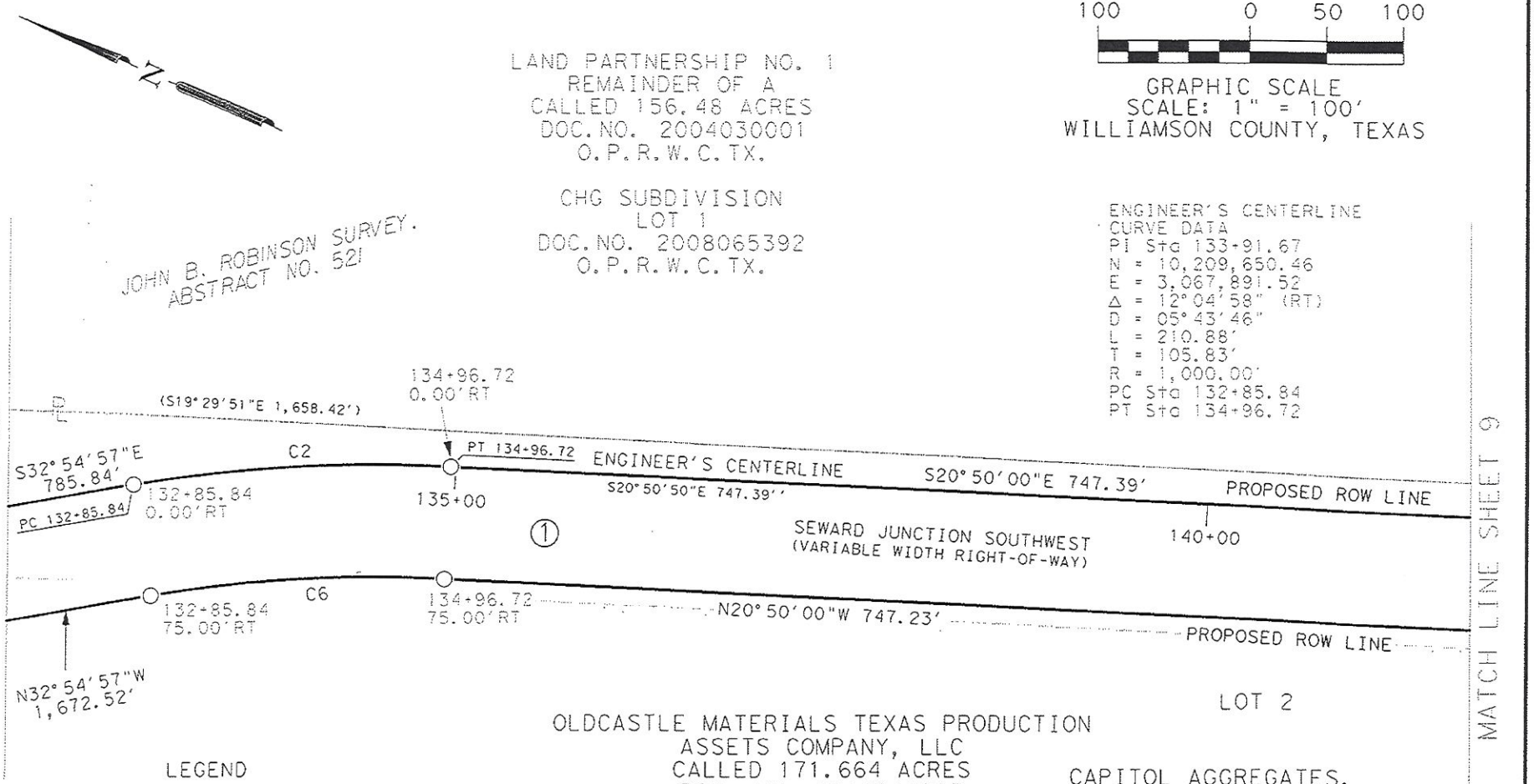
OLDCASTLE MATERIALS TEXAS
PRODUCTION ASSETS COMPANY, LLC
PARCEL 1
11.227 AC. (489,048 SQ. FT.)



LEGEND

■	CONCRETE MONUMENT FOUND
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○	⅝" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◎	COTTON SPINDLE SET
△	CALCULATED POINT
℄	PROPERTY LINE
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O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
	DISTANCE NOT TO SCALE
	DEED LINE (COMMON OWNERSHIP)

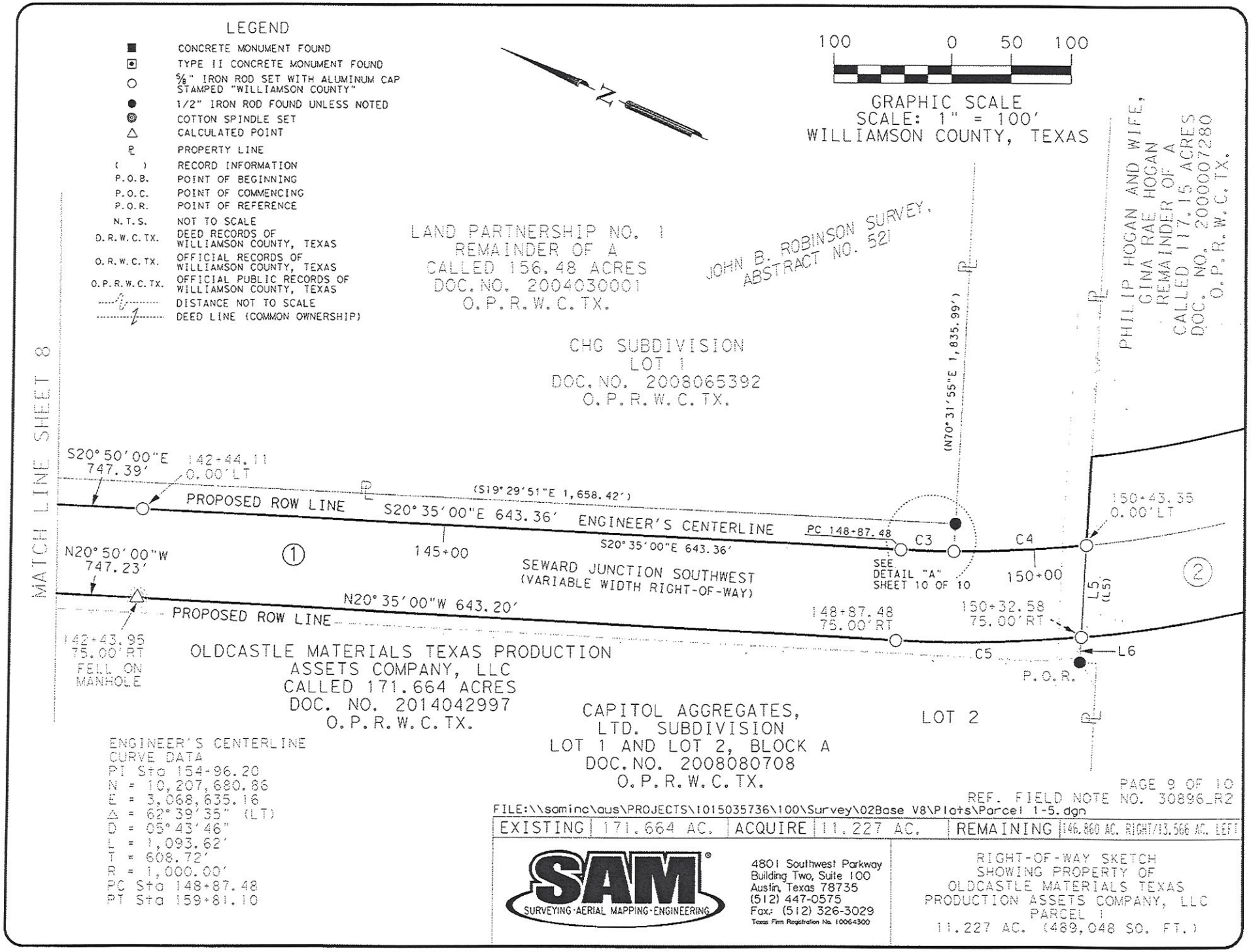
REF. FIELD NOTE NO. 30896_R2

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel 1-4.dgn

EXISTING	171.664 AC.	ACQUIRE	11.227 AC.	REMAINING	146.860 AC. RIGHT/13.566 AC. LEFT

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
OLDCASTLE MATERIALS TEXAS
PRODUCTION ASSETS COMPANY, LLC
PARCEL 1
11.227 AC. (489,048 SQ. FT.)



REF. FIELD NOTE NO. 30896_R2

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel 1-5.dgn

EXISTING	171.664 AC.	ACQUIRE	11.227 AC.	REMAINING	146.860 AC. RIGHT/13.566 AC. LEFT

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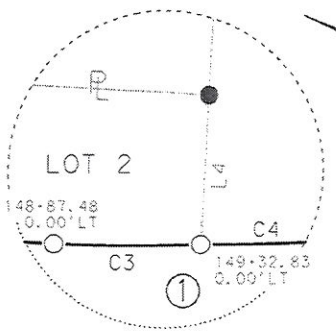
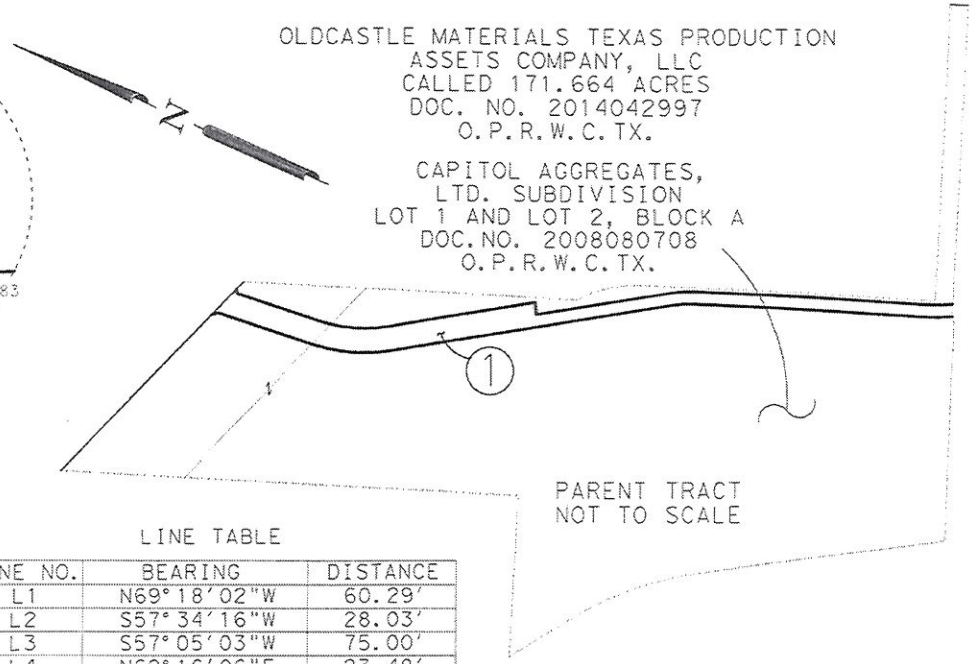
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
OLDCASTLE MATERIALS TEXAS
PRODUCTION ASSETS COMPANY, LLC
PARCEL 1
11.227 AC. (489,048 SQ. FT.)

LEGEND

■	CONCRETE MONUMENT FOUND
⊙	TYPE II CONCRETE MONUMENT FOUND
○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
◎	COTTON SPINDLE SET
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
~~	DISTANCE NOT TO SCALE
———	DEED LINE (COMMON OWNERSHIP)



DETAIL "A"
NOT TO SCALE



PARENT TRACT
NOT TO SCALE

STATE OF TEXAS
REGISTERED
WILLIAM REED HERRING
6355
PROFESSIONAL
LAND SURVEYOR

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N69°18'02"W	60.29'
L2	S57°34'16"W	28.03'
L3	S57°05'03"W	75.00'
L4	N69°16'06"E	23.48'
L5	S69°16'09"W	75.83'
(L5)	(S70°31'54"W)	(1,946.48')
L6	S69°16'09"W	21.41'
L7	N39°21'12"W	44.92'
L8	N69°18'02"W	1,131.04'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	28°51'36"	925.00'	465.92'	461.01'	S19°58'00"E
C2	12°04'58"	1,000.00'	210.88'	210.49'	S26°52'28"E
C3	02°35'55"	1,000.00'	45.36'	45.35'	S21°52'57"E
C4	06°19'55"	1,000.00'	110.51'	110.46	S26°20'52"E
C5	08°18'49"	1,075.00'	155.98'	155.84'	N24°44'24"W
C6	12°04'58"	925.00'	195.07'	194.71'	N26°52'28"W
C7	28°45'10"	1,075.00'	539.47'	533.83'	N19°54'47"W
C8	00°56'34"	11,519.16'	189.56'	189.56'	N68°47'47"W
(C8)	(00°56'35")	(11,519.16')	(189.61')	(189.60')	(S67°41'40"E)

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. SEWARD JUNCTION SOUTHWEST ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE & ASSOCIATES, INC. SCHEMATIC RECEIVED BY SAM, LLC IN JUNE, 2016.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

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

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

9/15/16
DATE

REF. FIELD NOTE NO. 30896_R2

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel 1-5.dgn

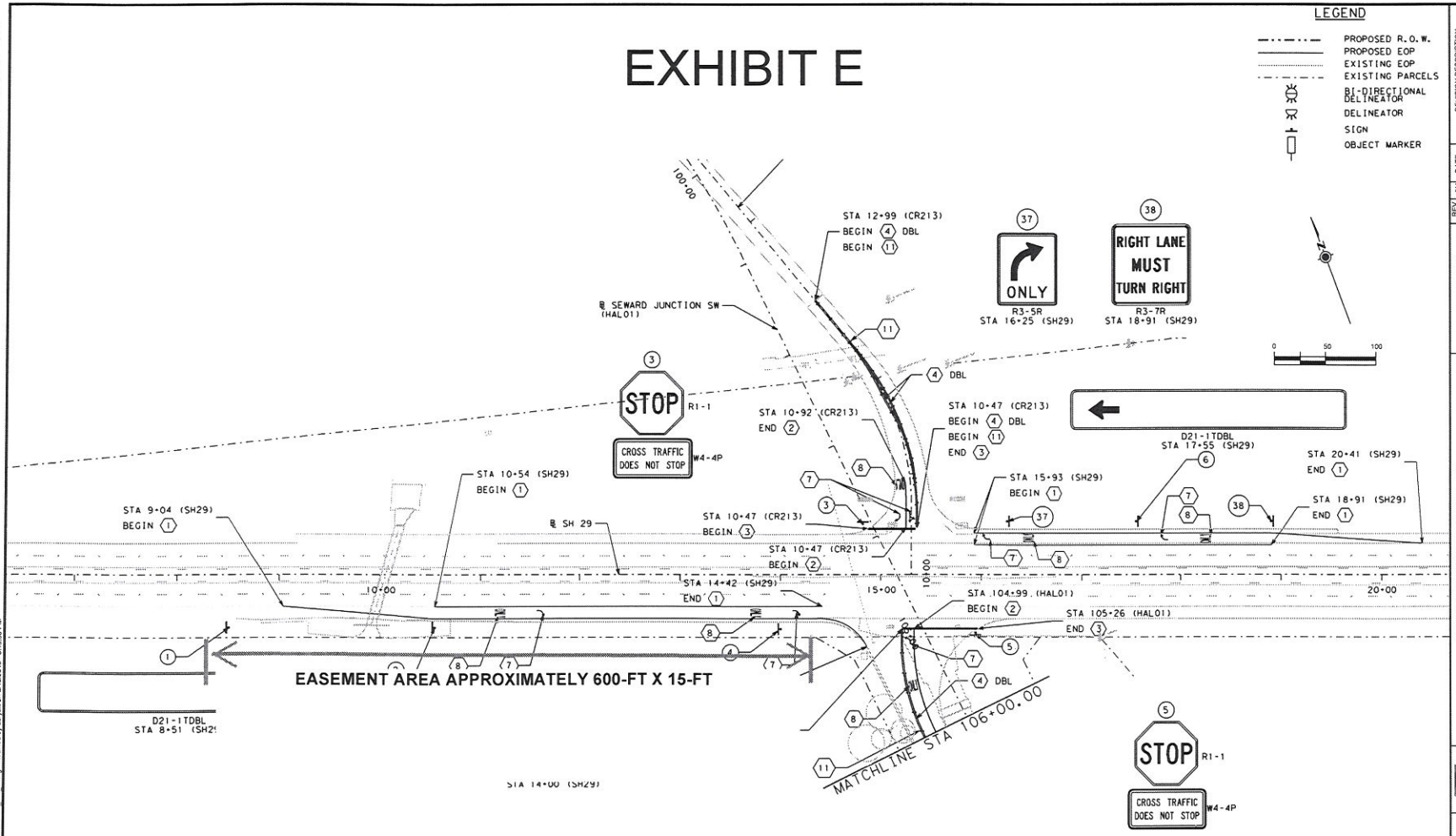
EXISTING	171.664 AC.	ACQUIRE	11.227 AC.	REMAINING	146.860 AC. RIGHT/13.566 AC. LEFT

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

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
OLDCASTLE MATERIALS TEXAS
PRODUCTION ASSETS COMPANY, LLC
PARCEL 1
11.227 AC. (489,048 SQ. FT.)

90% SUBMITTAL

EXHIBIT E



SUMMARY OF SIGNING AND PAVEMENT MARKINGS

ITEM 666									ITEM 672		ITEM 658
REFLECTIVE PAVEMENT MARKINGS									RAISED PVT MRK		INST OM ASSM
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(11)	(12)	(13)
4" WHITE SLD	8" WHITE SLD	24" WHITE SLD	4" YELLOW SLD	4" YELLOW BRK	24" YELLOW SLD	WHITE ARROW	WORD "ONLY"	4" WHITE DOT	CL B REFL TY II-A-A	CL B REFL TY I-C	(OM-2X) (WC) GND
LF	LF	LF	LF	LF	LF	EA	EA	LF	EA	EA	EA
1,728	150	122	1,046	0	0	7	6	0	53	0	0

REV NO	BY	DATE	REVISION DESCRIPTION

INTERIM REVIEW

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
SEWARD JUNCTION SW
SIGNING AND PAVEMENT MARKING PLAN
SHEET 1 OF 7

K FRIESE + ASSOCIATES (FIRM # 6353)

WILLIAMSON COUNTY TEXAS

WILLIAMSON COUNTY

SCALE	AS NOTED
DATE	8/16/2016
SHEET NUMBER	132 OF 215

X:\Projects\0393-Williamson County_Seward_Junction_SW\DGN\Sheets\0380_PM_01.dgn modified by dcryan on 8/15/2016 - 5:10:36 PM

Commissioners Court - Regular Session 23.

Meeting Date: 11/01/2016

RM 620 Phase 2 participation in Habitat Conservation Plan

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for improvements to RM 620 Phase 2, a project area from just east of Wyoming Springs Drive to Deep Wood Drive.

Background

Project is to improve RM 620 from just east of Wyoming Springs Drive to Deep Wood Drive, a distance of approximately 0.9 mile and encompassing a project/disturbance area of approximately 21.4 acres; WCCF file #20160919. The area is in the Edwards Limestone karst area and is being participated by the Williamson County Road Bond Program. Authorize County Judge or designee to sign Determination Letter and, when presented, to execute Participation Agreement for this project and sign any related documents, as needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter - RM 620 Phase 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:54 AM

Form Started By: Gary Boyd Started On: 10/27/2016 09:18 AM

Final Approval Date: 10/27/2016

WILLIAMSON COUNTY CONSERVATION FOUNDATION

Also by email to HNTB at ceschberger@HNTB.com

Board of Directors
As of May 1, 2015

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Studio/16:19
Round Rock, TX

Patty Eason
Council Member
City of Georgetown, TX

Paul Barron
Cedar Park, TX

Doug Fell
Hutto, TX

Karen Wind
Cedar Park, TX

Williamson County
Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

October 27, 2016

Williamson County Road Bond Program
c/o Honorable Dan Gattis, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: Improvements to RM 620 starting just east of Wyoming Springs Drive to Deep Wood Drive, for public transportation improvements, a distance of approximately 0.9 mile and encompassing a 21.40 acre total project and disturbance area; WCCF file #20160919.

Dear Judge Gattis:

The following determination of fees relates to the referenced project as a condition of participation under the Williamson County Regional Habitat Conservation Plan (RHCP). A review of the proposed project has been conducted in accordance with the RHCP and is based on supporting documents from the application Environmental Due Diligence Documentation. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

1. **The enrollment fee for participation for the referenced project will be $2200.00. (Two Thousand Two Hundred and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 21.40 project/disturbance acres. (21.40 acres x $100/acre rounded up to the nearest acre).**
2. **Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-943-1931 – of agreement to these participation terms.**
3. **A Participation Agreement based on the terms outlined in this Letter will be delivered to you for execution upon receipt of the participation fee. Please have the appropriate individuals sign where indicated.**
4. **A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the bottom of this letter. Otherwise, please contact this office for filing instructions.**

Subsequent to WCCF's receipt of the original recorded copy, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. Although the certificate is not an official document, it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

**~~~

Commissioners Court - Regular Session 24.

Meeting Date: 11/01/2016

participation in Williamson County habitat conservation plan for Pearson Ranch Road

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on participation by Williamson County Road Bond Program under the county's habitat conservation plan for the project area for improvements to Pearson Ranch Road.

Background

Project is to extend and improve Pearson Ranch Road from Avery Ranch to SH 45, a project area of approximately 1.25 miles and comprising approximately 18.68 acres of project area/disturbance; WCCF file #20160920. The area is in the Edwards Limestone karst area and is being participated by the Williamson County Road Bond Program. Authorize County Judge or designee to sign Determination Letter and to execute Participation Agreement, when presented, for this project and sign any related documents, as needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Determination Letter - Pearson Ranch Road

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:54 AM

Form Started By: Gary Boyd Started On: 10/27/2016 09:33 AM

Final Approval Date: 10/27/2016

WILLIAMSON COUNTY
CONSERVATION FOUNDATION

Also by email to HNTB at ceschberger@HNTB.com

Board of Directors
As of May 1, 2015

Pct. 3 Commissioner
Valerie Covey,
Board President
Williamson County, TX

Pct. 2 Commissioner
Cynthia Long
Board Vice-president
Williamson County, TX

Brent A. Baker
Studio/16:19
Round Rock, TX

Patty Eason
Council Member
City of Georgetown, TX

Paul Barron
Cedar Park, TX

Doug Fell
Hutto, TX

Karen Wind
Cedar Park, TX

Williamson County
Conservation Foundation
c/o Parks and Recreation
219 Perry Mayfield
Leander, TX 78641
512/943-1921

October 27, 2016

Williamson County Road Bond Program
c/o Honorable Dan Gattis, County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

Re: Improvements to the extension of Pearson Ranch Road from Avery Ranch to SH 45, a project area dimension of 120 feet by 1.25 miles and comprising a project/disturbance area of 18.68 acres.; WCCF file #20160920.

Dear Judge Gattis:

The following determination of fees relates to the referenced project as a condition of participation under the Williamson County Regional Habitat Conservation Plan (RHCP). A review of the proposed project has been conducted in accordance with the RHCP and is based on supporting documents from the application Environmental Due Diligence Documentation. Accordingly, the Williamson County Conservation Foundation makes the following determination as to this application:

1. **The enrollment fee for participation for the referenced project will be $1900.00. (One Thousand Nine Hundred and No Hundredths Dollars). This fee is calculated using the acreage in the Edwards Limestone geological karst zone, which totals approximately 18.68 project/disturbance acres. (18.68 acres x $100/acre rounded up to the nearest acre).**
2. **Please notify this office as soon as possible – by email to wccf@wilco.org or by fax to 512-943-1931 – of agreement to these participation terms.**
3. **A Participation Agreement based on the terms outlined in this Letter will be delivered to you for execution upon receipt of the participation fee. Please have the appropriate individuals sign where indicated.**
4. **A portion of the Participation Agreement ("Memorandum of Participation") is to be filed in the deed records of Williamson County. Please return a signed copy of the Participation Agreement to us. If you wish the WCCF to handle filing and to bill you for the associated fee, please indicate in the space at the bottom of this letter. Otherwise, please contact this office for filing instructions.**

Subsequent to WCCF's receipt of the original recorded copy, this office will 1) provide a copy for your file, and, upon request, 2) prepare and mail a participation certificate. Although the certificate is not an official document, it may be posted at the project site as notification to interested parties of participation in the Williamson County RHCP.

Should you have any questions about this letter, please contact WCCF.

Sincerely,

Gary D. Boyd
Director, Environmental Programs
Williamson County Conservation Foundation

~~~~~~

Agreed as to both form and substance:

By: _____

Title: _____

Date: _____

~~~~~~

Note:

If you wish the WCCF to handle document filing with the Williamson County Clerk and bill you for the filing fee, please initial and date here: _____

Commissioners Court - Regular Session 25.

Meeting Date: 11/01/2016

Resolution for Advance Funding Agreement regarding Brushy Creek Regional Trail Phase V

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Resolution for the Advance Funding Agreement with TxDOT regarding Brushy Creek Regional Trail Phase V.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution for AFA Brushy Creek Regional Trail Phase V

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/26/2016 04:04 PM
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:21 AM
Form Started By: Randy Bell		Started On: 10/26/2016 03:26 PM
Final Approval Date: 10/27/2016		

STATE OF TEXAS	*****	***THE COMMISSIONERS COURT OF***
COUNTY OF WILLIAMSON	*****	***WILLIAMSON COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the 1st day of November 2016, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS, Williamson County and the State of Texas have adopted a Master Agreement that states the general terms and conditions for transportation projects developed through Local Project Funding Agreements; AND

WHEREAS, Williamson County prepared and submitted to the State of Texas a nomination form for consideration under the Transportation Alternatives Program for a project described as the Brushy Creek Regional Trail Phase V Project; AND

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114335 dated August 27, 2015 awarding funding for the Brushy Creek Regional Trail Phase V Project; AND

WHEREAS, Williamson County wishes to enter into a Local Project Funding Agreement for a Transportation Alternatives Project for the Brushy Creek Regional Trail Phase V Project, which would benefit the citizens of Williamson County; AND

Now therefore, the Williamson County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this 1st day of November 2016.

_____

Dan A. Gattis, County Judge

Attest:

_____

Nancy E. Rister, County Clerk

Commissioners Court - Regular Session 26.

Meeting Date: 11/01/2016

Advance Funding Agreement regarding Brushy Creek Regional Trail Phase V

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

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an Advance Funding Agreement with TxDOT regarding Brushy Creek Regional Trail Phase V.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

AFA for Brushy Creek Regional Trail Phase V

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/26/2016 04:04 PM
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:21 AM
Form Started By: Randy Bell		Started On: 10/26/2016 03:38 PM
Final Approval Date: 10/27/2016		

CSJ: 0914-05-190
District #: 14-AUS
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT MPO-Selected Off-System

This Local Project Advance Funding Agreement ("LPAFA") is made between the State of Texas ("**State**"), acting through the Texas Department of Transportation, and County of Williamson ("**Local Government**"), acting through its duly authorized officials.

BACKGROUND

Local Government and State have adopted a Master Agreement that states the general terms and conditions for transportation projects developed through this LPAFA.

Local Government prepared and submitted to State or Metropolitan Planning Organization ("**MPO**") a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as Brushy Creek Regional Trail Phase V ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number 114335 ("**MO**") dated August 27, 2015 awarding funding for projects in the 2015 TAP Program Call of the Capital Area MPO, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated November 1, 2016, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

1.1. Period of Agreement. The period of this LPAFA is as stated in the Master Agreement, without exception.

1.2. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("**FPAA**") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("**SLOA**") for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

2.1. This Agreement may be terminated by any of the following conditions:

a. By mutual written consent and agreement of all parties;

b. By any party with 90 days written notice; or

c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:

a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.

b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.

c. Local Government withdraws from participation in Project.

d. State determines that federal funding may be lost due to Project not being implemented and completed.

e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.

f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.

g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work, Use of Project, and Project Location

4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: construction of a 10 foot wide concrete trail with up to two bicycle and pedestrian bridges over Brushy Creek. The approximately 2.75 miles trail shall start from Hairy Man Road and continue to Creek Side Plaza and completes a gap in the current trail.

4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved

Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.

5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.

5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.

5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved

activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.

7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

8.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("**AASHTO**") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

8.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

8.3. When architectural and engineering services are provided by or through State, then the following applies:

State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

9. Construction Responsibilities

9.1. Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

9.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

9.3. All contract change order review and approval procedures must be approved by State prior to start of construction.

9.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

9.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

9.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to

authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

10. Project Maintenance

10.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

10.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

10.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

10.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

11. Local Project Sources and Uses of Funds

11.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local

Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

11.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.

11.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("**FPAA**"), or other federal documents.

11.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.

11.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

11.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.

11.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

11.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

11.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's

contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

11.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

11.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

11.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

11.13. State will not pay interest on any funds provided by Local Government.

11.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

11.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

11.16. If Local government is an Economically Disadvantaged County ("**EDC**") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

12. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

13. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

14. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this LPAFA. When required, Local Government shall furnish State with satisfactory proof of this compliance.

15. Disadvantaged Business Enterprise Program Requirements

15.1. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

15.2. Local Government shall adopt, in its totality, State's federally approved DBE program.

15.3. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

15.4. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

15.5. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

15.6. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

16. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

17. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

17.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

17.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. Insurance

18.1. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

18.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

19. Federal Funding Accountability and Transparency Act Requirements

19.1. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act ("**FFATA**") and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

19.2. Local Government agrees that it shall:

a. Obtain and provide to State a System for Award Management ("**SAM**") number (Federal Acquisition Regulation ("**FAR**") Subpart 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is https://www.sam.gov/portal/public/SAM/

b. Obtain and provide to State a Data Universal Numbering System ("**DUNS**") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and

c. Report the total compensation and names of its top five executives to State if:

1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

20. Single Audit Report

20.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

20.2. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.

20.3. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

21. Civil Rights Compliance

21.1. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

21.2. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

21.3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

21.4. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

21.5. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Local Government under the contract until the Local Government complies and/or

b. cancelling, terminating, or suspending of the contract, in whole or in part.

21.6. Incorporation of Provisions: The Local Government will include the provisions of paragraphs 23.1 through 23.6 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Local Government becomes involved in, or is threatened with, litigation with a subcontractor, or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

22. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Performing Agency, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

22.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

22.2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

22.3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

22.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

22.5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

22.6. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

22.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

22.8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

22.9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

22.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

22.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

22.12. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

23. Signatory Warranty

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

Each party is signing this agreement on the date stated opposite that party's signature.

County of Williamson

Date: _____ By: _____
Dan A. Gattis
Judge, County of Williamson

THE STATE OF TEXAS

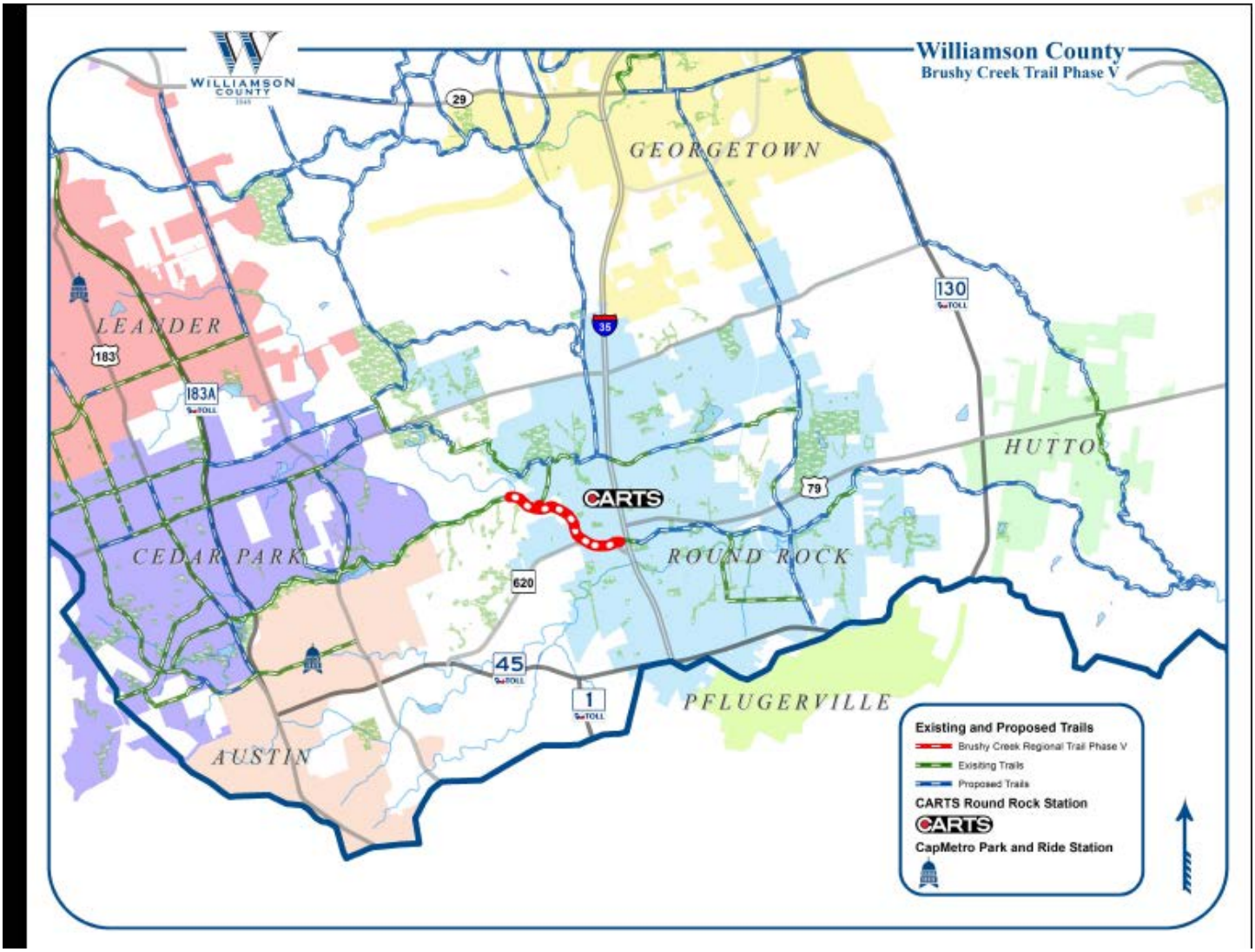
Date: _____ By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

CSJ: 0914-05-190
District #: 14-AUS
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

CSJ: 0914-05-190
District #: 14-AUS
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Federal Highway Administration
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ: 0914-05-191
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ATTACHMENT C

PROJECT ESTIMATE AND SOURCE OF FUNDS

(State *or* **LG**) Performs PE Work or Hires Consultant / (State *or* **LG**) Lets Project to Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes additional percentage for TDC apportionment where applicable		**State Participation**		**Local Government (LG) Participation** Includes any EDC reduction where applicable	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST	$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering	$193,042	0%	$0	0%	$0	100%	$193,042
Environmental Cost	$0	0%	$0	0%	$0	0%	$0
Right of Way	$0	0%	$0	0%	$0	0%	$0
Utilities	$0	0%	$0	0%	$0	0%	$0
Construction	$1,930,415	80%	$1,544,332	0%	$0	20%	$386,083
In-kind donation Value (Add to Total Project Cost - 20% Maximum value)	$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal	**$2,123,457**		**$1,544,332**		**$0**		**$579,125**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Right of Way[3]	$0	0%	$0	0%	$0	0%	$0
Utilities[2]	$0	0%	$0	0%	$0	0%	$0
Construction[2]	$0	0%	$0	0%	$0	0%	$0
Work by State Subtotal	**$0**		**$0**		**$0**		**$0**

CSJ: 0914-05-191
District: 14-AUS
Code Chart 64#: 50246
Project: Brushy Creek Regional Trail Phase V
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CFDA No.: 20.205
Federal Highway Administration
Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes additional percentage for TDC apportionment where applicable		**State Participation**		**Local Government (LG) Participation** Includes any EDC reduction where applicable	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$43,434	80%	$34,747	0%	$0	20%	$8,687
Environmental Cost[1]	$28,956	80%	$23,165	0%	$0	20%	$5,791
Right of Way[1]	$7,237	80%	$5,790	0%	$0	20%	$1,447
Utilities[1]	$7,237	80%	$5,790	0%	$0	20%	$1,447
Construction[2]	$202,698	80%	$162,158	0%	$0	20%	$40,540
Direct State Costs Subtotal	$289,562	80%	$231,650	0%	$0	20%	$57,912
Indirect State Costs	$123,161		$0		$123,161		$0
TOTAL PARTICIPATION	$2,536,180		$1,775,982		$123,161		$637,037
In-kind Contribution Credit Applied						0%	$193,042
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$443,995**

The estimated total participation by Local Government is $637,037, plus 100% of overruns.

Total estimated payment by Local Government to State is $57,912.

[1]Local Government's first payment of $17,372 is due to State within 30 days from execution of this contract.

[2] Local Government's second payment of $40,540 is due to State within 60 days prior to the Construction contract being advertised for bids.

[3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.

This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are $1,775,982.

Commissioners Court - Regular Session 27.

Meeting Date: 11/01/2016

CONTRACT RENEWAL

Submitted By: Theresa Lock, Constable Pct. #3

Department: Constable Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of agreement for vehicle reimbursements during off-duty work conducted by Constable Pcts. 3 & 2, with Austin Materials Inc. DBA: Ramming Paving.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ContractAustinMaterials2017

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/24/2016 03:04 PM
County Judge Exec Asst.	Wendy Coco	10/25/2016 08:19 AM
Constable Pct. 3 (Originator)	Theresa Lock	10/25/2016 03:28 PM
Form Started By: Theresa Lock		Started On: 10/24/2016 12:44 PM
Final Approval Date: 10/25/2016		

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

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

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

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

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

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

3. Prior to the beginning of DEPUTIES contracting with the NONGOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 1st of October, 2016 and shall terminate on September 30, 2017. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

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

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

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

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

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Austin Materials

Signature: [signature]

Printed Name: Alex Flores

Title: Senior Project Manager

Date: August 23, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Williamson County Constable Pct. 3

Printed Name of Official: Kevin Stofle

Signature of Official: Kevin Stofle

Date: October 1, 2016

Address of Office: 301 S.E. Inner Loop, Suite 102
Georgetown, Tx 78626

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY: CONSTABLE PCT. 2

Name of Office: WILLIAMSON COUNTY CONSTABLE PCT. 2

Printed Name of Official: RICHARD COFFMAN

Signature of Official: R. Coffman

Date: 10/21 ,2016

Address of Office: 350 DISCOVERY BLVD #205

CEDAR PARK, TX. 78613

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: _____

Printed Name of Official: _____

Signature of Official: _____

Date: _____,20____

Address of Office: _____

_____, _____ _____

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: _____

Printed Name of Official: _____

Signature of Official: _____

Date: _____,20____

Address of Office: _____

_____, _____ _____

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session 28.

Meeting Date: 11/01/2016

wbco

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a resolution for Williamson Burnet County Opportunities.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

res.wbco

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	10/24/2016 03:43 PM

Form Started By: Rebecca Clemons Started On: 10/24/2016 02:47 PM

Final Approval Date: 10/24/2016

COMMISSIONER SID MILLER

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT

A resolution of the County of Williamson Texas (County) certifying that the county has made a grant to Williamson Burnet County Opportunties, Inc, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

WHEREAS, the County recognizes Diana Phillips_____ (Authorized Official) as an official of the Organization.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $30,000.00 to be used between the:

1st of October 2016 and the 30th of September 2017
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in Uniform Grant Management Standards.

Introduced, read, and passed by the affirmative vote of the County on this _____ day of _____, 20_____

_____ _____

Signature of Authorized Official ***Typed Name and Title***

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Commissioners Court - Regular Session 29.

Meeting Date: 11/01/2016

TVC Veterans Treatment Court Grant 2017-1018

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 grant application for Texas Veterans Commission's Veterans Treatment Court Grant 2017-2018.

Background

This grant through the Texas Veterans Commission will augment the grant received by the Governor' Office for the Williamson County Veterans Treatment Court. It will help provide more comprehensive services for veterans, including the use of music and life planning, to help veterans achieve effective and sustainable recovery.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM
Form Started By: Kathy Pierce		Started On: 10/27/2016 11:00 AM
Final Approval Date: 10/27/2016		

Commissioners Court - Regular Session 30.

Meeting Date: 11/01/2016

Homeland Security Grant Award - Annual Monitor Maintenance

Submitted For: Jarred Thomas Submitted By: Cynthia Hood, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval and acceptance of FY16 Homeland Security Grant funds in the amount of $12,750. The project is for the purchase of an Annual HazMat Monitor Maintenance Service for the Hazardous Materials Response Team.

Background

This funding will be used to obtain an annual monitor maintenance contract, for grant funded hazmat monitors, to ensure equipment operability during response and to sustain the overall life of the equipment. This grant was formerly numbered 3030601. It was changed to 2957202 by the Office of the Governor, Homeland Security Grant Division. A new Resolution is attached for signature with the new grant number included.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Congratulatory Letter

Certification and Assurances

Preview Statement of Grant Award

Resolution 2957202

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/20/2016 02:20 PM
Form Started By: Cynthia Hood		Started On: 10/20/2016 12:24 PM
Final Approval Date: 10/20/2016		

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Subrecipient Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Director
Homeland Security Grants Division

COMPREHENSIVE CERTIFICATION AND ASSURANCES

The applicant must assure and certify compliance with any and all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. In instances where multiple requirements apply to a subrecipient, the more restrictive requirement applies. ***By accepting the grant award in eGrants, the subrecipient certifies and assures that it complies and will continue to comply with the following:***

1. **LEGAL AUTHORITY** - It possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.
2. **DISPLACED PERSONS** - It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions (42 USC §§ 4601 - 4655) which provide for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
3. **POLITICAL ACTIVITY** – It will comply with provisions of Federal law which limit certain political activities of employees of State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC § 1501, et seq.)
4. **FAIR LABOR STANDARDS ACT** - It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 USC §§ 201 - 219) if applicable.
5. **CONFLICT OF INTEREST** - It will establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. It will comply with Texas Government Code, Section 572, Employment of Former State Officer or Employee of State Agency.
6. **COMPLIANCE REVIEW OR INVESTIGATIONS** – It will cooperate with any compliance review or complaint investigation conducted by the Federal sponsoring agency or the Office of the Governor.
7. **EXAMINATION OF RECORDS** - It will give the sponsoring agency, the Office of the Governor, the State Auditor's Office, or the Comptroller General, through any authorized representative, access to and the right to audit, examine and copy all records, books, papers, or documents related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through subrecipient and the requirement to cooperate is included in any subcontract it awards related to this grant.
8. **REPORTING** – It will submit timely, complete, and accurate reports to the Federal sponsoring agency or Office of the Governor and maintain appropriate backup documentation to support the reports.
9. **COMPLIANCE WITH REQUIREMENTS** - It will comply with all requirements imposed by the Federal sponsoring agency, the Office of the Governor, or the Comptroller General, concerning special requirements of law, program requirements, special reporting, data collection, evaluation requirements, and other administrative requirements.
10. **EPA VIOLATING FACILITIES** - It will ensure that the facilities under its ownership, lease or supervision, which shall be utilized in the accomplishment of the project, are not listed in the Environmental Protection Agency's (EPAs) list of Violating Facilities, and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. **FLOOD INSURANCE** - It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (50 USC § 4001), which states that, on or after March 2, 1975, communities must purchase flood insurance, where such insurance is available in those communities. This requirement is a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
12. **HISTORIC PRESERVATION** - It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 (16 USC § 470), Executive Order 11593 (identification and protection of historic properties), Archeological and Historical Preservation Act of 1974 (16 USC § 469a-1, et seq.), by (a) consulting with the State Historic Preservation Officer (SHPO) on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
13. **NATIONAL ENVIRONMENTAL POLICY ACT** – It will assist the federal grantor agency in its compliance with the National Environmental Policy Act of 1969 (P.L. 91-190, 42 USC 4321-4347, January 1, 1970, 83 Stat. 852) as amended by P.L. 94-52, July 3, 1975, 89 Stat. 258, and P.L. 94-83, August 9, 1975, 89 Stat. 424), by (a) identifying if any of the following activities will be related to the use of grant funds: (1) new construction; (2) minor renovation or remodeling of a property either listed on or eligible for listing on the National Register of Historic Places or located within a 100-year flood plain; (3) a renovation, lease or any proposed use of a building or facility that will either result in a change in its basic prior use or significantly change its size; and (4) implementation of a new program involving the use of chemicals other than chemicals that are purchased as an incidental component of a funded activity and traditionally used, for example, in office, household, recreational, or education environments; and (b) by complying with the following conditions relating to

clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories: (1) provide medical screening of personnel assigned or to be assigned by the subrecipient to the seizure or closure of clandestine methamphetamine laboratories; (2) provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories; (3) as determined by their specified duties, equip the personnel with OSHA required protective wear and other required safety equipment; (4) assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory; (5) utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized laboratory; (6) dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities; (7) monitor the transport, disposal, and recycling components of subsections numbered (5) and (6), immediately above, in order to ensure proper compliance; (8) have in place and/or implement any required written agreements with the Texas Department of Protective and Regulatory Services regarding the safety of any minors located at the clandestine laboratory site, the Texas Commission for Environmental Quality, and other entities deemed necessary by the State Administrative Agency.

14. **NONDISCRIMINATION** –
    A. It will comply with all State and Federal statutes relating to nondiscrimination and ensure, in accordance with federal civil rights laws, that the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
    B. It will comply, and all its contractors will comply, with the nondiscrimination requirements which may include the Civil Rights Act of 1964 (42 USC § 2000d); the Civil Rights Act of 1968 (42 USC § 3601 et seq.); the Rehabilitation Act of 1973 (29 USC § 794); the Americans With Disabilities Act (ADA) of 1990 (42 USC § 12131-34); the Education Amendments of 1972 (USC §§ 1681, 1683, 1685-86); Title IX of the Education Amendments of 1972 (Equal Employment in Education Act) (20 USC § 1681 et seq.); the Age Discrimination Act of 1975 (42 USC §§ 6101-07); Titles I, II and III of the Americans with Disabilities Act; the Drug Abuse and Treatment Act of 1972 (PL 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (PL 91-616); Sections 523 and 527 of the Public Health Service Act of 1912 (42 USC §§ 290dd-3 and 290ee-3); and 28 CFR 38 (Equal Treatment for Faith-Based Organizations); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations) and Ex. Order 13559 (fundamental principles and policymaking criteria for partnerships with faith-based and neighborhood organizations).
    C. If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. Department of Homeland Security (DHS) awarding office and the DHS Office of Civil Rights and Civil Liberties.
    D. In the event of any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
15. **LIMITED ENGLISH PROFICIENCY**- It will comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, subrecipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a subrecipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
16. **ACTIVITIES CONDUCTED ABROAD** – It will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
17. **PERSONALLY IDENTIFIABLE INFORMATION (PII)** – If subrecipient collects PII it will have a publically-available privacy policy that describes what PII it collects, how it uses the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
18. **COPYRIGHT** – It will affix the applicable copyright notices of 17 USC § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g. classified information or other information subject to national security or export control laws or regulations.)
19. **DEBARMENT AND SUSPENSION** – It will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties

declared ineligible under statutory or regulatory authority other than Executive Order 12549. The subrecipient certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

20. **DUPLICATION OF BENEFITS** – It will comply with 2 CFR 200.405, which provides that any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.
21. **ENERGY POLICY AND CONSERVATION ACT** – It will comply with the requirements of 42 USC § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this act.
22. **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES** – It will comply with the requirements of 31 USC § 3729 which set forth that no subrecipient of federal payments shall submit a false claim for payment. See also 38 USC § 3801-3812 which details the administrative remedies for false claims and statements made.
23. **FEDERAL DEBT STATUS** – It is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.
24. **FLY AMERICA ACT OF 1974** – It will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 42 USC § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 USC § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.
25. **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990** – In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990,* 15 USC § 2225a, it will ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974, as amended,* 15 USC §2225.
26. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS** – Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, PL No 96-517, as amended, and codified in 35 USC § 200 et seq. It will comply with the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards (37 CFR Part 401) and the standard patent rights clause in 37 CFR § 401.14.
27. **PROCUREMENT OF RECOVERED MATERIALS** – It will comply with Section 6002 of the Solid Waste Disposal acts amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the hi9ghest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
28. **SAFECOM** – If emergency communications equipment is provided under the grant, it will comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
29. **TERRORIST FINANCING E.O. 13224** – It will comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.
30. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000** – It will comply with the requirements of the government-wide award term which implements Section 106 (g) of the *Trafficking Victims Protection Act (TVPA) of 2000,* as amended (22 USC § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, *Federal Register,* Volume 72, No. 218, November 13, 2007. Full text of the award term is provided at 2 CFR § 175.15.
31. **UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)** – It will maintain the currency of the information in the SAM until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
32. **USA PATRIOT ACT OF 2001** – It will comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 USC §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
33. **USE OF DHS SEAL, LOGO AND FLAGS** – It will obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
34. **WHISTLEBLOWER PROTECTION ACT** – It will comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC 2409, 41 USC 4712, 10 USC 2324, and 41 USC 4304 and 4310.
35. **PROTECTION OF HUMAN SUBJECTS** – It will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that subrecipients comply with applicable provisions/law for the protection of human subjects for purposes of research. It will comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners

(Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

36. **COASTAL BARRIERS** - It will comply with the provisions of the Coastal Barrier Resources Act (16 USC § 3501, et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.
37. **SUPPLANTING PROHIBITION** - It will use funds to supplement existing funds for program activities and may not replace (supplant) non-Federal funds that have been appropriated for the same purpose. The applicant understands that potential supplanting will be the subject of monitoring and audit. Violations can result in a range of penalties, including suspension of future funds under this Program, suspension or debarment from Federal grants, recoupment of monies provided under this grant, and civil and/or criminal penalties.
38. **TAXES** – It will comply with all State and Federal laws and are solely responsible for filing all required State and Federal tax forms.
39. **GRANT ADMINISTRATION** - It will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these standard assurances, are met.
40. **PUBLIC INFORMATION** - It will ensure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
41. **CHILD SUPPORT PAYMENTS** – It will comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
42. **SUSPECTED CHILD ABUSE** - It will comply with Section 261.101 of the Texas Family Code, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. It will also ensure that all program personnel are properly trained and aware of this requirement.
43. **RELATIVES** - It will comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body, or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
44. **OPEN MEETINGS** - If the applicant is a governmental entity, it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically excluded in the Texas Constitution.
45. **HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY** - If the applicant is a health and human services agency or public safety or law enforcement agency, it will not contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
46. **HIV/AIDS WORKPLACE GUIDELINES** – It will adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
47. **LAW ENFORCEMENT AGENCY** - If the applicant is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it will not expend any grant funds for this grant unless it is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.
48. **POLITICAL POLLING PROHIBITED** – It will not subgrant to any entity or expend funds for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.
49. **LIMITATIONS ON GRANTS TO UNITS OF LOCAL GOVERNMENT** - Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:
    a. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
    b. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
    c. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
    d. Texas General Appropriations Act, Art. IX, Section 6.13, which requires subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
    e. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if subrecipient timely completes and files its reports.
50. **EQUAL EMPLOYMENT OPPORTUNITY**- It will comply with the requirement that except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
51. **DAVIS-BACON ACT** – It will comply with the *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148) that states when required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by subrecipients

must include a provision for compliance with the *Davis-Bacon Act* (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The subrecipient must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The subrecipient must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the *Copeland "Anti-Kickback" Act* (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The subrecipient must report all suspected or reported violations to the Federal awarding agency.

52. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - Where applicable, it will comply with the requirement that all contracts awarded by the subrecipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
53. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," it will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
54. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT** – If subrecipient receives grants in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
55. **TEXAS PUBLIC INFORMATION ACT; CONFIDENTIAL INFORMATION** - It acknowledges that the State, OOG, and this grant are subject to the Texas Public Information Act, Texas Government Code Chapter 552, (the "PIA"). Subrecipient acknowledges that the OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. The subrecipient acknowledges that information created or exchanged in connection with this grant is subject to the PIA, and subrecipient agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to the OOG or State. The subrecipient will cooperate with OOG in the production of documents or information responsive to a request for information. Information provided by or on behalf of subrecipient under, pursuant to, or in connection with this grant that the subrecipient considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State or any other entity in accordance with this grant. OOG agrees to notify subrecipient in writing within a reasonable time from receipt of a request for information covering subrecipient's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General. The subrecipient agrees to maintain the confidentiality of information received from the OOG or State during the performance of this grant, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers. Subrecipient will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the subrecipient by the OOG or the State.
56. **FUNDING LIMITATION** - It agrees that nothing in this grant will be interpreted to create an obligation or liability of the OOG in excess of the funds delineated in this grant. Subrecipient agrees that funding for this grant is subject to the actual receipt by the OOG of grant funds appropriated to the OOG. Subrecipient agrees that the grant funds, if any, received from the OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the OOG for the purpose of this grant. Subrecipient agrees that notwithstanding any other provision of this grant, if the OOG is not appropriated the funds or if the OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to the OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, the OOG is not liable to pay the subrecipient any remaining balance on this grant.
57. **NO WAIVER OF SOVEREIGN IMMUNITY** - It agree that no provision of this grant is in any way intended to constitute a waiver by the OOG, its officers, employees, agents, or contractors or the State of Texas of any immunities from suit or from liability that the OOG or the State of Texas may have by operation of law.
58. **INDEPENDENT CONTRACTOR STATUS** - It agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of subrecipient be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is not a "governmental body" by virtue of receipt of grant funds under this Contract. Likewise, the persons identified by subrecipient as meeting the Created Job Target or Baseline are not state employees by virtue of this Contract. All persons furnished, used, retained, or hired by or on behalf of subrecipient or any of subrecipient's contractors shall be

considered to be solely the employees or agents of subrecipient or subrecipient's contractors. Subrecipient or subrecipient's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. Subrecipient agrees to take such steps as may be necessary to ensure that each contractor of subrecipient will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of the OOG or the State of Texas. Subrecipient is responsible for all types of claims whatsoever due to actions or performance under this Contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

59. **GOVERNING LAW; VENUE** –This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except where state law establishes mandatory venue, subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that subrecipient is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.
60. **COMPLIANCE WITH LICENSING, PERMITTING AND REGULATORY BODIES** - Subrecipient certifies that it has obtained all licenses, certifications, permits and authorizations necessary to perform its obligations under this Contract, without costs to the OOG. Subrecipient shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Contract. Subrecipient certifies that it currently is in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of subrecipient's business or operations. Subrecipient agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.
61. **CHAPTER 2260 OF THE TEXAS GOVERNMENT CODE** – Subrecipient agrees the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Parties to attempt to resolve any claim for breach of this Contract made by subrecipient. Subrecipient's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, subrecipient shall submit written notice to the OOG's contact. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. Compliance by subrecipient with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code. The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is subrecipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of this Contract by the OOG if the Parties are unable to otherwise informally resolve their disputes. Compliance with the contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of this Contract by OOG nor any other conduct of any representative of OOG relating to this Contract shall be considered a waiver of sovereign immunity. The submission, processing, and resolution of subrecipient's claim is governed by the OOG's published rules, if any. If no OOG rules have been published, then Title 1, Chapter 155 of the Texas Administrative Code, shall govern.
62. **INDEMNITY AND HOLD HARMLESS** - SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS WHATSOEVER, INCLUDING ANY LITIGATION COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN SUBRECIPIENT'S PERFORMANCE UNDER THIS GRANT. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH OOG AND THE OFFICE OF THE ATTORNEY GENERAL WHEN THE OOG, THE STATE OF TEXAS OR ITS EMPLOYEES, AGENTS, OFFICERS, REPRESENTATIVES, CONTRACTORS AND/OR DESIGNEES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OOG AND THE OFFICE OF THE ATTORNEY GENERAL. SUBRECIPIENT AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIMS.
63. **DRUG-FREE WORKPLACE** – It will comply with drug-free workplace requirements in Subpart B of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).
64. **LOBBYING** – The applicant certifies that:
    a. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Governor's Office.
    b. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Office to obtain the appropriate disclosure form.
    c. It will comply with 31 USC § 1352, as applicable, which provides that none of the funds provided under an award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal,
    d. It will include the language of paragraphs A., B. and C. of this Section in the award documents for all sub-awards at all tiers and will require all subrecipients to certify accordingly.

***** PREVIEW - Statement of Grant Award (SOGA) - PREVIEW *****

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter I of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2957202	**Award Amount:**	$12,750.00
Date Awarded:	PREVIEW - AWARD NOT ACTIVE	**Grantee Cash Match:**	$0.00
Grant Period:	09/01/2016 - 08/31/2018	**Grantee In Kind Match:**	$0.00
Liquidation Date:	11/29/2018	**Total Project Cost:**	$12,750.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Williamson County		
Project Title:	Williamson County Monitor Maintenance		
Grant Manager:	Kenneth Wilson		
DUNS Number:	076930049		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	8/6/2016
Federal/State Award ID Number:	EMW-2016-SS-00056
Total Federal Award/State Funds Appropriated:	$80,593,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds
Other Condition of Funding. Contract Compliance - see Documents Tab	7/21/2016		☐	☑
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.	7/21/2016		☐	☐

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the submittal of a grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project. The CJD grant application number is 2957202.

WHEREAS, the Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Application be submitted to the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP); and

WHEREAS, the Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) in full; and

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

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves submission of the grant application to the Office of the Governor, Homeland Security Grant Program (HSGP) – State Homeland Security Program (SHSP) for the Williamson County Monitor Maintenance Project.

Adopted this 1st day of November, 2016.

_____
Dan A. Gattis
Williamson County Judge

Commissioners Court - Regular Session 31.

Meeting Date: 11/01/2016

Meals on Wheels Grant

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a Resolution Authorizing County Grant in relation to the Texas Department of Agriculture Texans Feeding Texans: Home Delivered Meal Grant Program.

Background

The proposed resolution will certify that the county will make a grant of $30,000.00 to Williamson Burnet County Opportunity, Inc. to be used by such organization during October 1, 2016 to September 30, 2017 to provide meals to homebound elderly or disabled persons. The grant also certifies that the county has approved Williamson Burnet County Opportunity, Inc.'s accounting system in relation to the grant requirements. The county has participated in this same grant in the prior years.

The Texans Feeding Texans Home-Delivered Meal Grant Program was established to help supplement and extend the applicants current home-delivered meal program for seniors and/or disabled Texans. Governmental and non-profit agencies are eligible for this grant program.
Counties can bring TDA dollars to their communities by making qualifying grants to meal providers. County grants should be based on the county seniors as reported by the census: 2010 Census Numbers per County.

A grant equivalent to $0.25 per county senior as reported in the 2010 census qualifies meal providers for funds under the Program. County grants at rates less than $0.25 per county senior will qualify providers for correspondingly smaller TDA grants.

Some stats from Opportunities Meals on Wheels:

- Opportunities Meals on Wheels served over 118,000 meals to Williamson County Seniors in 2015.
- $7.00 provides 1 meal to 1 senior.
- $35.00 provides meals to 1 senior for 1 week.
- $1,820.00 feeds 1 senior for 1 year.
- Our program allows seniors to age in place, assisting them in staying independent as long as possible.
- Opportunities Meals on Wheels believes in neighbor helping neighbor, treating individuals with dignity and respect, and providing high quality meals.
- Opportunities Meals are prepared fresh daily at one of four Williamson County Senior Centers. Meals are packaged, sealed and sent with volunteers on routes for delivery.
- Current registered home delivered/congregate clients per Williamson County site:
    - Taylor – 106 HD (includes Hutto, Granger and Thrall), 65 cong. registered, daily attendance varies
    - Round Rock – 86 HD, Average 60 cong. attending, several hundred registered
    - Leander – 125 HD (includes Cedar Park, Leander, Liberty Hill), 24 average cong. attendance, 56 registered for congregate.
    - Georgetown – 145 HD, Average 10 cong. attending

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution for Texans Feeding Texans

WBCO Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:54 AM
Form Started By: Hal Hawes		Started On: 10/27/2016 09:42 AM
Final Approval Date: 10/27/2016		

COMMISSIONER SID MILLER

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT

A resolution of the County of **Williamson** Texas (County) certifying that the county has made a grant to **Williamson Burnet County Opportunities, Inc**, (Organization) an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability and certifying that the county has approved the organization's accounting system or fiscal agent.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (Program); and

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

WHEREAS, the County recognizes **Diana Phillips**_____ (Authorized Official) as an official of the Organization.

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of **$30,000.00** to be used between the:

1st of **October** 2016 and the **30th** of **September** 2017
Day Month Year Day Month Year

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in Uniform Grant Management Standards.

Introduced, read, and passed by the affirmative vote of the County on this _____ day of _____, 20_____

_____ _____

Signature of Authorized Official *Typed Name and Title*

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

OPPORTUNITIES
for Williamson & Burnet Counties

Agenda Item Summary

Agenda Number: E.c.i.

Title: Texans Feeding Texans

Type: Action

Governing Body: Development Committee

Agenda Date: August 29, 2016

Dept. Director: Denise Schilli

Cost: $0

Attachments: Board Resolution

Item Summary:

We are seeking Board approval to submit the Resolution for funding of the Texans Feeding Texans grant for 2017 through the Texas Department of Agriculture.

OPPORTUNITIES
for Williamson & Burnet Counties

BOARD RESOLUTION

At the meeting of the Board of Directors of Opportunities for Williamson and Burnet County on August 29, 2016, the following resolution was proposed and approved by the Board.

Resolved:

WHEREAS the mission of Opportunities for Williamson & Burnet Counties is to make our communities stronger by empowering children, families and seniors to achieve independence and improved quality of life.

WHEREAS the grant opportunity for the 2017 Home-Delivered Meal Grant Program "Texans Feeding Texans", as the Texas Department of Agriculture, supports the mission of Opportunities for Williamson & Burnet Counties; the Board fully supports approval of the 2017 Home-Delivered Meal Grant application with the Texas Department of Agriculture.

Signed:

Board Chair, Karen Lester

Date: 9/9/16

Commissioners Court - Regular Session 32.

Meeting Date: 11/01/2016

T Don Laundry Supr

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Request for Authorization of Additional Classification and Rate in relation to a Laundry Supervisor for the T. Don Hutto Residential Facility.

Background

This request will allow the county's contractor, Corrections Corporatino of America, to request ICE's permission to add and fund the position of Laundry Supervisor. The Laundry Supervisor will be responsible for facility laundry operations. This will be at no additional cost or deduction to the county.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Request for Laundry Supr at T Don Hutto

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM
Form Started By: Hal Hawes		Started On: 10/27/2016 10:16 AM
Final Approval Date: 10/27/2016		

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☑ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

OMB No.: 9000-0089
Expires: 02/28/96

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER

1. TO:	2. FROM: *(REPORTING OFFICE)*
ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	

3. CONTRACTOR	4. DATE OF REQUEST

5. CONTRACT NUMBER	6. DATE BID OPENED *(SEALED BIDDING)*	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED *(IF APPLICABLE) (SCA ONLY)*
DROIGSA-10-0002		01/01/2012	01/01/2012 *	

10. SUBCONTRACTOR *(IF ANY)*
CCA

11. PROJECT AND DESCRIPTION OF WORK *(ATTACH ADDITIONAL SHEET IF NEEDED)*
Correctional confinement services for Federal inmates to include custody, control, accountability, medical and subsistence services.

12. LOCATION *(CITY, COUNTY AND STATE)*
T Don Hutto Residential Center, Taylor, Williamson County, Texas

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: 2011-0218, Revision 6 DATED: 07/15/2014

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLES(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY) *(Use reverse or attach additional sheets, if necessary)*	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
Proposed Classification Title: Laundry Supervisor **FGE = GS-7** Description: The Laundry Supervisor is responsible for the facility laundry operations. A complete job description is attached. Rationale: This position is one grade higher than the entry level Detention Officer position, a GS-6, in the Protective Service Occupations category that has a required rate of $15.60 per hour in the current incorporated contract specific wage determination. The proposed wage rate of $16.38 per hour is approximately 5% higher than the Detention Officer rate. Methodology is also attached	**$16.38**	**$3.81**

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE
Natasha K. Metcalf Vice President, Partnership Development	Dan A. Gattis County Judge

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX REFERENCING BLOCK 13.
	Laundry Supv	☐ AGREE ☐ DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))*

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITED

*New position; employee start date: 10/2/2016

CCA
America's Leader in Partnership Corrections
CCA.com

T Don Hutto Residential Center - DROIGSA-10-0002
Laundry Supervisor Conformance Methodology

The method for determining the wage rate for the Laundry Supervisor classification employed at the T Don Hutto Residential Center is based on the process described in the U.S. Department of Labor Prevailing Wage Resource Book and the SCA Conformance Guide.

The work performed as described in our job description (Attachment A) is not covered by the classifications listed on the contract specific wage determination or as described in the SCA Directory of Occupations 5th Edition. Pursuant to the guidance of the SCA Conformance Guide, and considering the skills required and duties of the proposed classification, we determined that this position is one grade higher than the entry level Detention Officer position, a GS-6, in the Protective Service Occupations category that has a required rate of $15.60 per hour, in the corresponding contract specific wage determination. We propose the wage rate of $16.38 per hour, which is approximately 5% higher than the Detention Officer rate.

This methodology is consistent with conformance approvals (Attachment B) and based on the same criteria for the Laundry Supervisor position at the following facilities:

- Eloy Detention Center (DROIGSA-06-0002)
- NE Ohio Correctional Center (ODT-9-C-0003)
- San Diego Correctional Facility (ODT-5-C-0003)
- South Texas Family Residential Center (DROIGSA-06-0002)
- Torrance County Detention Facility (51-02-0062)
- Webb County Detention Center (ODT-8-C-0002)

CCA appreciates your consideration of this information and approval of the conformance request for the Laundry Supervisor position at the T Don Hutto Residential Center.

Job Title	Job Code
LAUNDRY SUPERVISOR	9009

Department	EEO Code	EEO Category	FLSA Status	Hours/Week	Full Time	Part Time
05	009	SW	Non-Exempt	40	X	N/A

SUMMARY:

The Laundry Supervisor is responsible for the facility laundry operations.

ESSENTIAL FUNCTIONS:

The successful applicant should be able to perform ALL of the following functions at a pace and level of performance consistent with the actual job performance requirements.

- Conduct inspections of work area and equipment for compliance with the requirements of all applicable policies, procedures, rules, standards and/or health, sanitation and safety laws; report results of inspections as required.

- Verify that all clothing and laundry items are properly cleaned and maintained in good condition; examine items and report deterioration and/or damage; provide for proper repair, exchange or replacement of items; document and destroy items worn beyond repair.

- Inventory items, such as linens and supplies and monitor minimum and maximum levels, in accordance with established procedures; requisition replacement items in a timely manner via the purchase order system.

- Store and dispense cleaning supplies and chemicals in accordance with applicable codes.

- Provide supervision and direction for assigned inmates/residents in the performance of their duties to include proper tracking, safety training and machine operation.

- Prepare work assignments for assigned inmates/residents.

- Escort inmates/residents or coordinate the movement of inmates/residents to and from different areas.

- Assist in the overall facility security plan by conducting counts of inmates/residents working in the area; controlling access to equipment and/or supplies; and controlling the introduction of contraband items into the facility living areas through proper search procedures.

Job Title	Job Code
LAUNDRY SUPERVISOR	9009

- Monitor the area and make reliable visual identification of inmates/residents, authorized personnel and other individuals to maintain safety and security.

- Prepare and maintain a variety of records and reports to include linen and supply inventory; process reports and documents in a timely manner.

- Thoroughly, neatly and legibly complete required forms or records.

- Create and maintain files in an organized manner, to include sorting, labeling, filing and retrieving, in accordance with corporate and facility file retention and storage procedures; maintain confidentiality and security of records.

- Monitor safety practices; prepare and disseminate safety and accident reports as required by policy; take appropriate action in cases of serious and unusual incidents and emergencies.

- Communicate effectively and coherently with staff, inmates/residents and visitors, to include responding to verbal/written inquiries and requests or referring to appropriate staff member; giving information and directions; mediating disputes; advising of rights and processes.

- Demonstrate communication skills, including providing reliable testimony, in court and other formal settings as the need may arise.

- Attend scheduled staff meetings and promote effective communications between administration, staff and inmates/residents.

- Participate in in-service and other training programs as required.

- Read, comprehend and interpret a variety of instructions furnished in written, oral, diagram or schedule form.

- Effect the movement of heavy objects from one place to another; access elevated surfaces; pass through openings; move over obstacles and in confined areas.

- Perform searches of people and objects capable of concealing contraband which will involve detecting and identifying objects, and detaining people.

- Engage in functions in confined areas and physically check doors, windows and other areas to confirm that they are secure.

- Endure verbal and mental abuse when confronted with the hostile views and opinions of inmates/residents and others encountered in an antagonistic environment.

Job Title	Job Code
LAUNDRY SUPERVISOR	9009

- Perform rescue functions at accidents, emergencies and disasters to include administering basic emergency medical aid, physically removing people away from dangerous situations, and securing and evacuating people from confined areas.

- Effectively restrain an inmate, forcibly if necessary, using restraints; subdue resisting inmates/residents.

- Take appropriate action to prevent or diffuse potentially disruptive situations.

- Experience exposure to body fluids, wastes and experience encounter with deceased or contagious persons.

- Endeavor to comply with the requirements of applicable regulations, laws, rules, procedures, policies, standards and/or contracts.

- Establish and maintain effective working relations with others.

- Add, subtract, multiply and divide using whole numbers, common fractions and decimals; apply concepts such as fractions, percentages, ratios and proportions to practical situations.

- Operate a vehicle during both the day and night where driving conditions can include congested traffic and unsafe road conditions caused by factors such as fog, rain, ice and snow.

- Remain alert at all times and react quickly, efficiently and calmly in emergency and other high stress situations.

QUALIFICATIONS:

High school diploma, GED certification or equivalent. One year experience in laundry operation preferred. A valid driver's license is required.

Attachment A

SUMMARY OF CURRENT JOB PERFORMANCE CHARACTERISTICS

Job Title	Job Code	Department	Hours/Week	Full Time	Part Time
Laundry Supervisor	9009	05	40	X	N/A

GROUP I (Number of hours in an 8-hour day)	Intermittent	Constant
Sitting	<2	
Standing	>5	
Walking	>1	

GROUP II	Weight	N/A	Occasionally	Frequently	Continuously
Lifting up to	50		X		
Carrying up to	50		X		
Pushing up to	50		X		
Pulling up to	50		X		

GROUP III	N/A	Occasionally	Frequently	Continuously
Squatting		X		
Bending			X	
Kneeling		X		
Reaching			X	
Twisting			X	
Crawling		X		
Ladder Climbing		X		
Stair Climbing		X		
Other Climbing - Describe:	X			

GROUP IV	N/A	Occasionally	Frequently	Continuously
Walking on rough ground		X		
Exposure to changes of temperature or humidity			X	
Exposure to dust, fumes or gases			X	
Being near moving machinery			X	
Working from heights		X		
Exposure to Infectious Diseases		X		
Driving		X		
Mental Alertness				X

OTHER CHARACTERISTICS:

Use of the Following Equipment:

Laundry equipment, vehicles, tools, computers, telephone and typewriter.

Travel: Occasional local ground travel.

Additional Physical Demands:

While performing the duties of the job, the employee is regularly required to use hands to finger, handle or feel objects or controls; reach with hands and arms; talk and hear.

Specific vision abilities requirements include:

Close, color, distance and peripheral vision; depth perception; and ability to adjust focus.

Attachment B

U.S. Department of Labor

Wage and Hour Division
Washington, D.C. 20210

JAN - 4 2016

Ms. Trina M. Fisher
Contracting Officer
Department of Homeland Security
Immigration Customs Enforcement
801 I Street, N.W., Room 9143
Washington, DC 20536-5750

Dear Ms. Fisher:

This is response to your December 08, 2015 request for conformance of classifications and wage rates not listed on Wage Determination (WD) 2011-0209 (Rev. 2), dated December 02, 2011. This WD is applicable to contract number DROIGSA-06-0002 for correctional confinement services at Eloy Detention Center in Eloy (Pinal County), Arizona.

The following classifications and rates have been approved:

Classifications	Hourly Wages
Laundry Supervisor	$17.97
Security Threat Group Officer	$17.97

Please note that although WD 2011-0209 (Rev. 2), dated December 02, 2011 was indicated on your request, based on the contract work start date of September 30, 2015 for the Security Threat Group Officer classification and November 01, 2015 for the Laundry Supervisor classification , the appropriate revision is (Rev. 7). Consequently, WD 2011-0209 (Rev. 7), dated July 08, 2015 is the applicable WD that should be used for this conformance request. The wage rates used to establish the proposed rates did not change. However, based on the applicable WD, the conformed classifications and wage rates are in addition to the fringe benefits rate of $4.27 listed on the WD and are retroactive to the commencement date of the contract.

Should you have any questions or concerns regarding this request, please feel free to contact this office at (202) 693-0073

Sincerely,

Miriam Marte
Section Chief, Branch of Service Contract
Wage Determinations

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE ODT-9-C-0003.	
2. AMENDMENT/MODIFICATION NO. 0040	3. EFFECTIVE DATE 06/01/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE MPOD		7. ADMINISTERED BY (If other than Item 6) CODE	

Office of Contract Services
POD, CS-3 5th Floor
U.S. Marshals Service
3601 Pennsy Drive
Landover, MD 20785
(O) 202-307-5100

8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code)

Doing Business As: CORRECTIONS CORPORATION OF AMERICA
10 BURTON HILLS BLVD
NASHVILLE, TN 37215-6105
DUNS: 159734151

CODE 621763875 FACILITY CODE 159734151

(X) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X 10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-9-C-0003.

10B. DATED (SEE ITEM 13) 03/06/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract Number ODT-9-C-0003. is hereby modified as follows:
(1) U.S. Department of Labor Wage Determination No.: 2005-3013, Revision No. 19, dated 7/8/2015, is hereby incorporated. The contractor shall notify the Contracting Officer of any increase or decrease claimed under the above referenced clause within 30 days after receiving a new wage determination unless the notification period is extended in writing by the Contracting Officer.

(2) Conform the following classification and wage rates not listed on wage determination (WD) 2005-3013 (Rev 18), dated December 22, 2014. Classification: (1) STG Officer Wage Rate: $20.52 and (2) Laundry Supervisor Wage Rate $20.52. The conformed classification and wage rate is in addition to the fringe benefits, which includes the health and welfare rate of $4.27 listed on the WD and is retroactive to the commencement date of the contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Vickie M Taylor	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		By (Signature of Contracting Officer)	06/27/2016

Table of Contents

Section	Description	Page Number
1	Solicitation/Contract Form	1
2	Commodity or Services Schedule	3
3	Contract Clauses	5
4	List of Attachments	5

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0901	Detention Services- Northeast Ohio Correctional Center (NEOCC) Youngstown.	Previous :		Previous:	Previous:$0.00
	Housing Detention Services- Estimated Prisoner Days 128,400. Per-Day Rate- $89.42	0.000000		$0.0000	Change: $0.00
	Line Period of Performance: 06/01/2014 - 12/31/2014	Change: 0.000000		Change: $0.0000	Current: $0.00
	Exercised Option 2	Current : 0.000000		Current: $0.0000	
0902	Estimated Guard Hours 3,401 $42.17	Previous :		Previous:	Previous:$0.00
	Line Period of Performance: 06/01/2014 - 12/31/2014	0.000000		$0.0000	Change: $0.00
	Exercised Option 2	Change: 0.000000		Change: $0.0000	Current: $0.00
		Current : 0.000000		Current: $0.0000	
1001	Housing Detention Services- Estimated Prisoner Days 90,600. Per-Day Rate- $89.42	Previous :		Previous:	Previous:$0.00
	Line Period of Performance: 01/01/2015 - 05/31/2015	0.000000		$0.0000	Change: $0.00
	Exercised Option 3	Change: 0.000000		Change: $0.0000	Current: $0.00
		Current : 0.000000		Current: $0.0000	
1002	Estimated Guard Hours 2,399 $42.17	Previous :		Previous:	Previous:$0.00
	Line Period of Performance: 01/01/2015 - 05/31/2015	0.000000		$0.0000	Change: $0.00
	Exercised Option 3	Change: 0.000000		Change: $0.0000	Current: $0.00
		Current : 0.000000		Current: $0.0000	
1101	Housing Detention Services- Estimated Prisoner Days 219,600. Per-Day Rate- $91.93	Previous :		Previous:	Previous:$0.00
	Line Period of Performance: 06/01/2015 - 05/31/2016	0.000000		$0.0000	Change: $0.00
	Exercised Option 3	Change: 0.000000		Change: $0.0000	Current: $0.00
		Current : 0.000000		Current: $0.0000	
1102	Estimated Guard Hours 5,816 $42.38	Previous :		Previous:	Previous:$0.00
	Line Period of Performance: 06/01/2015 - 05/31/2016	0.000000		$0.0000	Change: $0.00
	Exercised Option 3	Change: 0.000000		Change: $0.0000	Current: $0.00
		Current : 0.000000		Current: $0.0000	
1201	Housing Detention Services- Estimated Prisoner Days 128,400. Per-Day Rate- $94.16	Previous :		Previous:	Previous:$0.00
	Line Period of Performance: 06/01/2016 - 12/31/2016	0.000000		$0.0000	Change: $0.00
	Unexercised Option 3	Change: 0.000000		Change: $0.0000	Current: $0.00
		Current : 0.000000		Current: $0.0000	
1202	Estimated Guard Hours 3,401 $42.38	Previous :		Previous:	Previous:$0.00

	Line Period of Performance: 06/01/2016 - 12/31/2016 Unexercised Option 3	0.000000 Change: 0.000000 Current : 0.000000	$0.0000 Change: $0.0000 Current: $0.0000	Change: $0.00 Current: $0.00
1301	Housing Detention Services- Estimated Prisoner Days 90,600. Per-Day Rate- $94.15 **Line Period of Performance:** 01/01/2017 - 05/31/2017 Unexercised Option 4	Previous : 0.000000 Change: 0.000000 Current : 0.000000	Previous: $0.0000 Change: $0.0000 Current: $0.0000	Previous:$0.00 Change: $0.00 Current: $0.00
1302	Estimated Guard Hours 2,399 $42.38 **Line Period of Performance:** 01/01/2017 - 05/31/2017 Unexercised Option 4	Previous : 0.000000 Change: 0.000000 Current : 0.000000	Previous: $0.0000 Change: $0.0000 Current: $0.0000	Previous:$0.00 Change: $0.00 Current: $0.00
1401	Housing Detention Services- Estimated Prisoner Days 219,000. Per-Day Rate- $98.44 **Line Period of Performance:** 06/01/2017 - 05/31/2018 Unexercised Option 4	Previous : 0.000000 Change: 0.000000 Current : 0.000000	Previous: $0.0000 Change: $0.0000 Current: $0.0000	Previous:$0.00 Change: $0.00 Current: $0.00
1402	Estimated Guard Hours 5,800 $42.38 **Line Period of Performance:** 06/01/2017 - 05/31/2018 Unexercised Option 4	Previous : 0.000000 Change: 0.000000 Current : 0.000000	Previous: $0.0000 Change: $0.0000 Current: $0.0000	Previous:$0.00 Change: $0.00 Current: $0.00
1501	Housing Detention Services- Estimated Prisoner Days 128,400. Per-Day Rate- $98.78 **Line Period of Performance:** 06/01/2018 - 12/31/2018 Unexercised Option 4	Previous : 0.000000 Change: 0.000000 Current : 0.000000	Previous: $0.0000 Change: $0.0000 Current: $0.0000	Previous:$0.00 Change: $0.00 Current: $0.00
1502	Estimated Guard Hours 3,401 $42.38 **Line Period of Performance:** 06/01/2018 - 12/31/2018 Unexercised Option 4	Previous : 0.000000 Change: 0.000000 Current : 0.000000	Previous: $0.0000 Change: $0.0000 Current: $0.0000	Previous:$0.00 Change: $0.00 Current: $0.00
			Base Total:	Original: $0.00 Change: $0.00 Current: $0.00
			Exercised Options Total:	Previous: $0.00 Change: $0.00 Current: $0.00
			Unexercised Options Total:	Previous: $0.00 Change: $0.00 Current: $0.00
			Base and Options Total:	Previous: $0.00 Change: $0.00 Current: $0.00

Section 3 - Contract Clauses

No Clauses

This Section Is Intentionally Left Blank

Section 4 - List of Attachments

No Clauses

No Attachments

Attachment B

********** THIS WAGE DETERMINATION WAS REPLACED 01/05/2016 **********
WD 05-3013 (Rev.-19) was first posted on www.wdol.gov on 07/14/2015
****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Daniel W. Simms
Director

Division of
Wage Determinations

Wage Determination No.: 2005-3013
Revision No.: 19
Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Ohio

Area: Ohio Counties of Carroll, Columbiana, Mahoning, Trumbull

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.01
01012 - Accounting Clerk II		15.76
01013 - Accounting Clerk III		18.29
01020 - Administrative Assistant		21.70
01040 - Court Reporter		19.57
01051 - Data Entry Operator I		11.48
01052 - Data Entry Operator II		13.67
01060 - Dispatcher, Motor Vehicle		19.57
01070 - Document Preparation Clerk		12.05
01090 - Duplicating Machine Operator		12.05
01111 - General Clerk I		12.22
01112 - General Clerk II		13.41
01113 - General Clerk III		14.97
01120 - Housing Referral Assistant		19.94
01141 - Messenger Courier		10.64
01191 - Order Clerk I		12.65
01192 - Order Clerk II		14.05
01261 - Personnel Assistant (Employment) I		16.94
01262 - Personnel Assistant (Employment) II		19.16
01263 - Personnel Assistant (Employment) III		22.37
01270 - Production Control Clerk		20.67
01280 - Receptionist		11.30
01290 - Rental Clerk		14.54
01300 - Scheduler, Maintenance		15.66
01311 - Secretary I		15.66
01312 - Secretary II		17.51
01313 - Secretary III		19.46
01320 - Service Order Dispatcher		15.19
01410 - Supply Technician		21.70
01420 - Survey Worker		19.16

Attachment B

01531 - Travel Clerk I	12.61
01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.52
01611 - Word Processor I	14.38
01612 - Word Processor II	16.91
01613 - Word Processor III	19.16
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.33
05010 - Automotive Electrician	19.67
05040 - Automotive Glass Installer	18.92
05070 - Automotive Worker	18.92
05110 - Mobile Equipment Servicer	17.27
05130 - Motor Equipment Metal Mechanic	20.33
05160 - Motor Equipment Metal Worker	18.92
05190 - Motor Vehicle Mechanic	20.33
05220 - Motor Vehicle Mechanic Helper	16.50
05250 - Motor Vehicle Upholstery Worker	18.07
05280 - Motor Vehicle Wrecker	18.92
05310 - Painter, Automotive	19.67
05340 - Radiator Repair Specialist	18.92
05370 - Tire Repairer	15.89
05400 - Transmission Repair Specialist	20.33
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.13
07041 - Cook I	11.57
07042 - Cook II	13.13
07070 - Dishwasher	9.08
07130 - Food Service Worker	9.08
07210 - Meat Cutter	13.63
07260 - Waiter/Waitress	9.72
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.73
09040 - Furniture Handler	13.89
09080 - Furniture Refinisher	18.73
09090 - Furniture Refinisher Helper	15.71
09110 - Furniture Repairer, Minor	17.22
09130 - Upholsterer	18.73
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	12.06
11060 - Elevator Operator	10.82
11090 - Gardener	13.52
11122 - Housekeeping Aide	11.46
11150 - Janitor	11.46
11210 - Laborer, Grounds Maintenance	11.43
11240 - Maid or Houseman	9.30
11260 - Pruner	11.06
11270 - Tractor Operator	13.39
11330 - Trail Maintenance Worker	11.43
11360 - Window Cleaner	12.55
12000 - Health Occupations	
12010 - Ambulance Driver	13.76
12011 - Breath Alcohol Technician	16.24
12012 - Certified Occupational Therapist Assistant	23.08
12015 - Certified Physical Therapist Assistant	22.95
12020 - Dental Assistant	16.21
12025 - Dental Hygienist	25.55
12030 - EKG Technician	25.38
12035 - Electroneurodiagnostic Technologist	25.38
12040 - Emergency Medical Technician	13.81
12071 - Licensed Practical Nurse I	14.97
12072 - Licensed Practical Nurse II	16.74
12073 - Licensed Practical Nurse III	18.67

Attachment B

12100 - Medical Assistant		14.31
12130 - Medical Laboratory Technician		16.32
12160 - Medical Record Clerk		13.19
12190 - Medical Record Technician		16.38
12195 - Medical Transcriptionist		13.70
12210 - Nuclear Medicine Technologist		29.62
12221 - Nursing Assistant I		8.85
12222 - Nursing Assistant II		9.95
12223 - Nursing Assistant III		10.86
12224 - Nursing Assistant IV		12.18
12235 - Optical Dispenser		16.56
12236 - Optical Technician		14.38
12250 - Pharmacy Technician		14.75
12280 - Phlebotomist		14.07
12305 - Radiologic Technologist		23.39
12311 - Registered Nurse I		22.07
12312 - Registered Nurse II		27.00
12313 - Registered Nurse II, Specialist		27.00
12314 - Registered Nurse III		32.66
12315 - Registered Nurse III, Anesthetist		32.66
12316 - Registered Nurse IV		39.15
12317 - Scheduler (Drug and Alcohol Testing)		20.75
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		17.87
13012 - Exhibits Specialist II		22.15
13013 - Exhibits Specialist III		27.09
13041 - Illustrator I		17.87
13042 - Illustrator II		22.15
13043 - Illustrator III		27.09
13047 - Librarian		24.52
13050 - Library Aide/Clerk		12.65
13054 - Library Information Technology Systems Administrator		22.15
13058 - Library Technician		16.42
13061 - Media Specialist I		15.98
13062 - Media Specialist II		17.87
13063 - Media Specialist III		19.93
13071 - Photographer I		13.48
13072 - Photographer II		17.03
13073 - Photographer III		19.82
13074 - Photographer IV		22.84
13075 - Photographer V		26.61
13110 - Video Teleconference Technician		15.98
14000 - Information Technology Occupations		
14041 - Computer Operator I		15.96
14042 - Computer Operator II		17.84
14043 - Computer Operator III		19.90
14044 - Computer Operator IV		22.10
14045 - Computer Operator V		24.48
14071 - Computer Programmer I	(see 1)	22.56
14072 - Computer Programmer II	(see 1)	27.62
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		15.96
14160 - Personal Computer Support Technician		22.10
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		28.85
15020 - Aircrew Training Devices Instructor (Rated)		34.88
15030 - Air Crew Training Devices Instructor (Pilot)		41.83

Attachment B

15050 - Computer Based Training Specialist / Instructor	28.85
15060 - Educational Technologist	28.30
15070 - Flight Instructor (Pilot)	41.83
15080 - Graphic Artist	22.27
15090 - Technical Instructor	20.47
15095 - Technical Instructor/Course Developer	22.27
15110 - Test Proctor	17.57
15120 - Tutor	17.57
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.38
16030 - Counter Attendant	9.38
16040 - Dry Cleaner	11.71
16070 - Finisher, Flatwork, Machine	9.38
16090 - Presser, Hand	9.38
16110 - Presser, Machine, Drycleaning	9.38
16130 - Presser, Machine, Shirts	9.38
16160 - Presser, Machine, Wearing Apparel, Laundry	9.38
16190 - Sewing Machine Operator	12.46
16220 - Tailor	13.23
16250 - Washer, Machine	10.15
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	22.51
19040 - Tool And Die Maker	25.76
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	19.21
21030 - Material Coordinator	19.93
21040 - Material Expediter	19.93
21050 - Material Handling Laborer	13.65
21071 - Order Filler	14.51
21080 - Production Line Worker (Food Processing)	19.21
21110 - Shipping Packer	14.51
21130 - Shipping/Receiving Clerk	14.51
21140 - Store Worker I	14.35
21150 - Stock Clerk	18.82
21210 - Tools And Parts Attendant	19.21
21410 - Warehouse Specialist	19.21
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.84
23021 - Aircraft Mechanic I	25.74
23022 - Aircraft Mechanic II	26.84
23023 - Aircraft Mechanic III	27.81
23040 - Aircraft Mechanic Helper	20.56
23050 - Aircraft, Painter	24.69
23060 - Aircraft Servicer	23.16
23080 - Aircraft Worker	24.27
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	17.48
23125 - Cable Splicer	28.12
23130 - Carpenter, Maintenance	20.54
23140 - Carpet Layer	22.43
23160 - Electrician, Maintenance	24.84
23181 - Electronics Technician Maintenance I	22.61
23182 - Electronics Technician Maintenance II	23.80
23183 - Electronics Technician Maintenance III	29.45
23260 - Fabric Worker	18.85
23290 - Fire Alarm System Mechanic	21.56
23310 - Fire Extinguisher Repairer	17.73
23311 - Fuel Distribution System Mechanic	24.59
23312 - Fuel Distribution System Operator	19.92
23370 - General Maintenance Worker	19.52
23380 - Ground Support Equipment Mechanic	25.74
23381 - Ground Support Equipment Servicer	23.16

Attachment B

23382 - Ground Support Equipment Worker	24.27
23391 - Gunsmith I	17.73
23392 - Gunsmith II	20.12
23393 - Gunsmith III	21.89
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.37
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.28
23430 - Heavy Equipment Mechanic	20.14
23440 - Heavy Equipment Operator	24.25
23460 - Instrument Mechanic	21.99
23465 - Laboratory/Shelter Mechanic	21.17
23470 - Laborer	13.07
23510 - Locksmith	20.54
23530 - Machinery Maintenance Mechanic	29.40
23550 - Machinist, Maintenance	21.37
23580 - Maintenance Trades Helper	16.09
23591 - Metrology Technician I	21.99
23592 - Metrology Technician II	22.79
23593 - Metrology Technician III	23.55
23640 - Millwright	27.53
23710 - Office Appliance Repairer	20.72
23760 - Painter, Maintenance	23.89
23790 - Pipefitter, Maintenance	27.15
23810 - Plumber, Maintenance	24.36
23820 - Pneudraulic Systems Mechanic	21.93
23850 - Rigger	21.89
23870 - Scale Mechanic	20.12
23890 - Sheet-Metal Worker, Maintenance	28.12
23910 - Small Engine Mechanic	19.52
23931 - Telecommunications Mechanic I	25.28
23932 - Telecommunications Mechanic II	26.36
23950 - Telephone Lineman	21.09
23960 - Welder, Combination, Maintenance	21.30
23965 - Well Driller	22.03
23970 - Woodcraft Worker	21.89
23980 - Woodworker	17.20
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.13
24580 - Child Care Center Clerk	13.90
24610 - Chore Aide	9.19
24620 - Family Readiness And Support Services Coordinator	12.19
24630 - Homemaker	15.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	20.94
25040 - Sewage Plant Operator	20.25
25070 - Stationary Engineer	20.94
25190 - Ventilation Equipment Tender	16.59
25210 - Water Treatment Plant Operator	19.97
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.29
27007 - Baggage Inspector	11.62
27008 - Corrections Officer	19.54
27010 - Court Security Officer	19.09
27030 - Detection Dog Handler	17.48
27040 - Detention Officer	19.54
27070 - Firefighter	17.08
27101 - Guard I	11.62
27102 - Guard II	16.95
27131 - Police Officer I	20.76
27132 - Police Officer II	23.04

Attachment B

28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		10.79
28042 - Carnival Equipment Repairer		11.29
28043 - Carnival Equpment Worker		8.90
28210 - Gate Attendant/Gate Tender		14.38
28310 - Lifeguard		10.92
28350 - Park Attendant (Aide)		16.08
28510 - Recreation Aide/Health Facility Attendant		11.74
28515 - Recreation Specialist		16.98
28630 - Sports Official		12.81
28690 - Swimming Pool Operator		16.22
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		20.12
29020 - Hatch Tender		20.12
29030 - Line Handler		20.12
29041 - Stevedore I		18.41
29042 - Stevedore II		20.05
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		17.03
30022 - Archeological Technician II		18.98
30023 - Archeological Technician III		23.57
30030 - Cartographic Technician		26.76
30040 - Civil Engineering Technician		19.99
30061 - Drafter/CAD Operator I		19.30
30062 - Drafter/CAD Operator II		21.59
30063 - Drafter/CAD Operator III		24.08
30064 - Drafter/CAD Operator IV		29.62
30081 - Engineering Technician I		18.89
30082 - Engineering Technician II		21.20
30083 - Engineering Technician III		23.71
30084 - Engineering Technician IV		29.38
30085 - Engineering Technician V		35.94
30086 - Engineering Technician VI		43.48
30090 - Environmental Technician		21.73
30210 - Laboratory Technician		18.74
30240 - Mathematical Technician		26.45
30361 - Paralegal/Legal Assistant I		16.42
30362 - Paralegal/Legal Assistant II		20.94
30363 - Paralegal/Legal Assistant III		25.64
30364 - Paralegal/Legal Assistant IV		31.01
30390 - Photo-Optics Technician		26.27
30461 - Technical Writer I		23.87
30462 - Technical Writer II		29.21
30463 - Technical Writer III		35.36
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	23.77
30621 - Weather Observer, Senior	(see 2)	26.27
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide		11.70
31030 - Bus Driver		15.59
31043 - Driver Courier		14.81
31260 - Parking and Lot Attendant		10.02
31290 - Shuttle Bus Driver		14.81
31310 - Taxi Driver		10.47

31361 - Truckdriver, Light	14.81
31362 - Truckdriver, Medium	17.78
31363 - Truckdriver, Heavy	18.96
31364 - Truckdriver, Tractor-Trailer	18.96
99000 - Miscellaneous Occupations	
99030 - Cashier	9.26
99050 - Desk Clerk	12.25
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	11.46
99252 - Laboratory Animal Caretaker II	12.24
99310 - Mortician	29.78
99410 - Pest Controller	17.39
99510 - Photofinishing Worker	14.39
99710 - Recycling Laborer	16.31
99711 - Recycling Specialist	19.10
99730 - Refuse Collector	14.89
99810 - Sales Clerk	12.06
99820 - School Crossing Guard	10.14
99830 - Survey Party Chief	19.34
99831 - Surveying Aide	11.01
99832 - Surveying Technician	17.36
99840 - Vending Machine Attendant	11.76
99841 - Vending Machine Repairer	14.75
99842 - Vending Machine Repairer Helper	11.76

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties

within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

Attachment B

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

Attachment B

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

Attachment B

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

RECEIVED IN DOJ/OFDT
2007 MAY 18 PM 1:33

MAY 11 2007

Mr. Scott P. Stermer
Assistant Trustee for Procurement
United States Department of Justice
Office of the Federal Detention Trustee
950 Pennsylvania Avenue, NW
Washington, DC 20530

Dear Mr. Stermer:

This is in response to your letter of April 13, 2007 requesting conformance of classifications and rates not listed in the Wage Determination (WD) 1994-2057 (Rev. 37), dated May 23, 2005. This WD is applicable to contract number ODT-5-C-0003 for correctional confinement services at San Diego Detention Center, San Diego County, San Diego, California.

The following classifications and wage rates have been approved:

Laundry Supervisor	$24.11
Counselor	$24.11
Senior Detention Officer	$24.11

The conformed rates are in addition to the fringe benefits, which include the health and welfare rate of $2.87 listed on the WD and are retroactive to the commencement date of the contract.

If you have any questions, please do not hesitate to contact this office at 202-693-0073.

Sincerely,

Sandra W. Hamlett

Sandra W. Hamlett
Branch Chief
Branch of Service Contract
Wage Determinations

Attachment B

U.S. Department of Labor

Wage and Hour Division
Washington, D.C. 20210

AUG 29 2016

Ms. Bethany Stutler
Contracting Officer
DHS/ICE/Office of Acquisition Management (OAQ)
801 I Street, N.W., Suite 900
Mail Stop 5750
Washington, DC 20536

Dear Ms. Stutler:

This is in response to your February 3, 2016, request for conformance of classifications and wage rates not listed on wage determination (WD) 2005-2519 (Rev. 16) dated July 25, 2014. This WD is applicable to contract number DROIGSA-06-0002 to perform temporary residential shelter care and other services for families in its custody at South Texas Family Residential Center located in Dilley, Frio County, Texas.

The following classifications and hourly wage rates are approved:

Classification	Wage Rate
Program Facilitator	$11.72
Personnel Investigator	$16.10
Master Scheduler	$16.10
Commissary Supervisor	$10.73
Laundry Supervisor	$15.69
Resident Counselor	$15.69
Safety Coordinator	$15.69
Case Manager	$15.84
Senior Resident Supervisor	$15.69

The approved conformed classifications and wage rates are in addition to the fringe benefit rate of $4.02 listed on the applicable WD and is retroactive to the commencement date of the contract. Should you have further questions or if we may assist you further, please do not hesitate to contact me at (202) 693-0073.

Sincerely,

Sandra W. Hamlett
Chief
Branch of Service Contract
Wage Determinations

Attachment B

U.S. Department of Labor

Wage and Hour Division
Washington, D.C. 20210

APR 16 2015

Ms. Mary Horsey
Grant Specialist
United States Marshals Service
Prisoner Operations Division
CS3- Suite 500
Washington, DC 20530

Dear Ms. Horsey:

This is in response to your November 17, 2014 request for conformance of classifications and wage rates not listed in Wage Determination (WD) 2005-2361, dated September 29, 2009. This WD is applicable to contract number 51-02-0062 for correctional confinement services for Federal inmates at the Torrance County Detention Facility in Torrance County, New Mexico.

The following classifications and hourly wage rates are approved:

Classification	Wage Rate
Case Manager	$16.28
Laundry Supervisor	$16.13

The conformed classifications and wage rate are in addition to the fringe benefits rate of $3.35 listed on the applicable WD. This rate is retroactive to the date such unlisted employees commenced work on the contract. Furthermore, keep in mind that the contractor may need to prepare conformances for the contract years of 2011 through 2014. If this process has already been completed, please provide our office with correspondence stating such or a statement indicating that the workers were not employed in the above mentioned contract years.

Please note that in your letter you indicated several other classifications to be conformed, those conformance requests will be responded to in a separate letter. Should you have any questions, please contact this office at (202) 693-0073.

Sincerely,

Miriam Marte
Section Chief
Branch of Service Contract
Wage Determinations

Attachment B

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
Webb County	1		2

2. AMENDMENT/MODIFICAITON NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
M0012	08/28/09		Webb County

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
U.S. Department of Justice Office of the Federal Detention Trustee 4601 N. Fairfax Drive, Suite 910 Arlington, VA 22203		U.S. Department of Justice Office of the Federal Detention Trustee 4601 N. Fairfax Drive, Suite 910 Arlington, VA 22203	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICIATION NO.
Corrections Corporation of America 10 Burton Hills Boulevard Nashville, TN 37215		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. ODT-8-C-0002
		10B. DATED (SEE ITEM 11) 11/07/07

CODE | FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a)By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract Number ODT-8-C-0002 is hereby modified to incorporate the following administrative changes. Modification M0012 approves the following classifications and hourly wage rates at the Webb County Detention Center. Senior Detention Officer $15.09 and Laundry Supervisor $15.09. This is an increase to the CCA request for conformance of classifications and wage rates not listed in WD 2005-2520 (Rev. 4). Please see the U.S. Department of Labor memorandum approving these classifications.

For question please call Robert Moffett, Administrative Contracting Officer, at 202-307-0504.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Robert Moffett, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	08/28/09

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 53.243

Attachment B

U.S. Department of Labor

Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

AUG - 6 2009

Mr. Robert Moffett
Contracting Officer
Office of the Federal Detention Trustee
U.S. Department of Justice
4601 Fairfax Avenue, Suite 910
Arlington, VA 22203

Dear Mr. Moffett:

This is in response to your May 14, 2009 request for conformance of classifications and wage rates not listed in Wage Determination (WD) 2005-2520 (Rev. 4), dated July 27, 2007. This WD is applicable to contract number ODT-8-C-0002 for correctional confinement services for federal inmates at Webb County Detention Center, Laredo County, Texas.

The following classifications and hourly wage rates are approved:

Classifications	**Rates**
Senior Detention Officer	$15.09
Laundry Supervisor	$15.09

The conformed classifications and wage rates are in addition to the fringe benefits, including the health and welfare rate of $3.16 listed on the WD, and are retroactive to the commencement date of the contract.

If you have any questions, please contact this office at (202) 693-0073.

Sincerely,

for Sandra W. Hamlett
Chief, Branch of Service Contract
Wage Determinations

Meeting Date: 11/01/2016

JP 4 Case Manager

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

Department: J.P. Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a part-time Case Manager position in JP4, funded by the JP4 Truancy Fund - Entity - 0369-0369.

Background

On October 25, 2016, Court acknowledged budget for JP4 Truancy program - Entity 0369-0369 JP#4 Truancy Program. This item is to approve part-time position. The fund has sufficient budget to cover the cost of the position.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Human Resources	Tara Raymore	10/27/2016 08:48 AM
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:21 AM
Form Started By: Jessica Schmidt		Started On: 10/25/2016 04:14 PM
Final Approval Date: 10/27/2016		

Commissioners Court - Regular Session 34.

Meeting Date: 11/01/2016

SuddenLink agreement for DIA

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve a service agreement with Suddenlink for additional broadband to support county IT operations pursuant to Tex. Loc. Gov't Code § 262.024(a)(7)(C).

Background

This is a budgeted item that is for an increase in our internet speed on our primary internet connection.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SuddenLink Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/25/2016 03:57 PM
Information Technology (Originator)	Richard Semple	10/25/2016 04:00 PM

Form Started By: Richard Semple Started On: 10/25/2016 03:32 PM

Final Approval Date: 10/25/2016

Commercial Service Order & Agreement v3.0 8.31.2011

Account Rep	Joe Bethany	**System Address**	
Phone Number	979-676-3752		
Fax Number	866-670-1295		

Customer Information		**Authorized Customer Representative**	
Account Number		**Full Name**	Richard Semple, Director of Williamson County ITS
Legal Company Name	Williamson County Texas, a political subdivision of the State of Texas	**Telephone**	512-943-1489
Street Address	508 Rock St	**Fax**	
City/State/Zip	Georgetown, TX 78626	**Email Address**	
Billing Address	103 SE Inner Loop Rd, Suite 105	**Federal Tax ID**	
City/State/Zip	Georgetown, TX 78626	**Requested Delivery Date:**	ASAP
If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)			

Taxes and Fees Not Included

Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
Renew 75 Mb DIA-See Special Conditions	1	$3775	28	$3775	$0
Upgrade to 400 Mb DIA	1	$700	28	$700	$0
PLUS, check if Applicable:					
☐ NetSecure Service (Addendum attached) including ____ (number) Nodes					
Totals		$4475	28	$4475	$0

Equipment Charges

Description	Quantity	Unit Price	Total Fee

For phone & PRI customers: A) change my local and my intrastate and interstate long distance services provider to Suddenlink Communications
B) Unless outbound international calling is authorized by initialing of this provision, no international call may be completed by this/these numbers until such time that customer authorizes international calls to be allowed. _____ (initial here)

Special Conditions (for point to point and multipoint services, include the addresses of all circuit termination locations)

This renewal and upgrade will become effective on 10/9/16 and will expire on 2/9/19. Suddenlink will upgrade Williamson County to 400 Mb as quickly as possible. As part of this upgrade, Suddenlink may need to upgrade the switch to the latest model. That will be scheduled at a later date.

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.

This language supersedes the language in paragraphs 3 & 4 on page two of this agreement.

Promotion Details

NOTICE REGARDING 911 SERVICES
While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; (v) you agree that all work by Suddenlink or Suddenlink's agent has been performed to your satisfaction as set forth herein; and (vi) **you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement shall not be deemed effective until it has been executed by both parties. Final proposed prices in this Agreement are valid for 30 business days from the date below of the Suddenlink signatory. The prices are firm for the term of this Agreement when signed below by the Customer and by Suddenlink.

_____ _____
Customer Authorized Signature Date

_____ _____
Judge Dan A. Gattis Williamson County Judge

_____ _____
Cequel Communications, LLC dba Suddenlink Communications, on behalf of its affiliates providing services hereunder ("Suddenlink") Date

_____ _____
Print Name Title

Commercial Service Agreement

TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex and any applicable tariff, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications and any affiliate of Suddenlink Communications that to the extent such affiliate provides Services to you under this Agreement ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and related equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at www.suddenlink.com.

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the Term (as defined in Section 5 below). Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party, and Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for Services shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service upon written notice to Customer if Customer has failed to correct such non-payment default within ten (10) days of written notice from Suddenlink, removal of Equipment from Customer's premises and/or imposition of an Administrative fee in accordance with applicable law. To the extent that any provision of this Agreement conflicts with Chapter 2251 of the Texas Government Code, Chapter 2251 of the Texas Government Code shall control.

4. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances. A list of fees is available on Suddenlink's website (www.suddenlink.com) ("Schedule of Fees"). Suddenlink reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on Suddenlink's website.

5. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the term set forth on the Service Order (the "Term"). If a Service Order does not specify a term, the Term shall be one (1) year from the date that any Service commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Term and from time to time therein, Suddenlink may, modify the charges for HSI and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. Customer may terminate this Agreement during a Renewal Term, for convenience and without cause, upon sixty (60) days written notice to Suddenlink. Notwithstanding anything to the contrary in this Agreement, including any of the foregoing, upon such a termination, Customer shall be liable to Suddenlink for any unpaid past due balance(s). Customer shall reimburse Suddenlink in such amount as soon as reasonably practicable after such a termination. If Customer cancels, terminates or downgrades the Service before the completion of the Term, or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

6. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

7. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities. If Suddenlink fails to comply with any material provision of this Agreement, then Customer, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon only the sums earned and accrued as of the date of Customer's termination shall become due and payable, and/or (ii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER"S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK , TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK"S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF $5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

9. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

10. **Indemnity.** Suddenlink acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Suddenlink; therefore, all references of any kind to Customer indemnifying, holding or saving harmless any other party, including but not limited to Suddenlink, for any reason whatsoever are hereby deemed void and deleted.

11. **Miscellaneous.** The Agreement constitutes the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. 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. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided however, that Suddenlink may modify this Agreement and the AUP and if Customer continues to use the Service, Customer shall be bound by such modifications. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of New York. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Suddenlink may also deliver any required or desired notice hereunder to Customer by contacting the telephone number on Customer's account. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

12. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to perform its obligations under this Agreement.

13. **Dispute Resolution.** The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

14. **Assignment.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Suddenlink, which consent may be withheld in Suddenlink's discretion. Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

15. **Appropriation of Funds by Customer.** Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Suddenlink Communications understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. If Customer fails to appropriate funds or if funds are not otherwise made available for continued performance by Customer for any funding year during the Term of this Agreement, succeeding the first funding period, the Agreement may be cancelled by Customer upon written notice thirty (30) days prior to the beginning of the funding year for which funds were not appropriated or otherwise made available. The effect of termination of the Agreement under this section will be to discharge both Suddenlink and Customer from future performance of the Agreement. Notwithstanding anything to the contrary in this Agreement, including any of the foregoing, upon such a termination, Customer shall be liable to Suddenlink for any unpaid past due balance(s). Customer shall reimburse Suddenlink in such amount as soon as reasonably practicable after such a termination.

16. **Right to Audit.** Suddenlink agrees that the representatives of the office of the Williamson County Auditor or other authorized representatives of Customer shall have access to, and the right to audit, examine, or reproduce, any and all records relating to Suddenlink's performance of the Services hereunder, provided that the Customer's right to audit such books and records are limited to the verification of invoice quantities to shipments and shipment receipts, upon advance notice and during normal business hours no more than once per calendar year. Audits shall be at the Customer's expense.

17. **Independent Contractors.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

18. **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 Customer, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Customer 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.

19. **Entire Agreement.** This Agreement, the tariffs, the documents referenced herein, and the AUP constitute the entire agreement between Suddenlink and Customer for the Services and equipment provided herein and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Suddenlink may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CUSTOMER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Meeting Date: 11/01/2016

SuddenLink contract addendum

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve Addendum 1-A to the current agreement Suddenlink for additional broadband to support county IT operations pursuant to Tex. Loc. Gov't Code § 262.024(a)(7)(C).

Background

This is a budgeted item that is an increase in our internet speed on the connection in the Juvenile Justice Center. The existing agreement has been attached for reference.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum 1A

Existing Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/25/2016 04:08 PM
Form Started By: Richard Semple		Started On: 10/25/2016 03:41 PM
Final Approval Date: 10/25/2016		

Addendum 1-A
Williamson County

- Dedicated Internet Bandwidth Upgrade-1821 Inner Loop, Georgetown
- Add 160 Mbps of Dedicated Internet to total 200 Mbps-2 Mirroring ports on the switch with same VLAN and IP Address range (Williamson County agrees that no load balancing will be done on the ports, it is for high availability/redundancy reasons only)
- Suddenlink will also need to upgrade the switch as the existing switch is EOL
- $200/month additional cost to total $2145/month

This addendum is a supplement to the original agreement to upgrade the existing dedicated Internet Bandwidth delivered via Fiber. This supplement will run concurrent with the original agreement that became effective on 2/10/2016 by and between Williamson County and Suddenlink Communications. This supplement will become part of original agreement signed and dated on 12/17/15.

Customer Signature: _____ Date:

Commercial Service Order & Agreement v3.0 8.31.2011

Account Rep	Joe Bethany	**System Address**	
Phone Number	979-676-3752		
Fax Number	866-670-1295		

Customer Information		**Authorized Customer Representative**	
Account Number		**Full Name**	Jay Schade, Director of Williamson County ITS
Legal Company Name	Williamson County Texas, a political subdivision of the State of Texas	**Telephone**	512-943-1460
Street Address	1821 SE Inner Loop Rd	**Fax**	
City/State/Zip	Georgetown, TX 78626	**Email Address**	
Billing Address	103 SE Inner Loop Rd, Suite 105	**Federal Tax ID**	
City/State/Zip	Georgetown, TX 78626	**Requested Delivery Date:**	Up to 30 days from receipt of signed agreement
If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)			

Taxes and Fees Not Included

Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
40 Mb of Dedicated Internet via Fiber	1	$1945	36	$1945	$0
PLUS, check if Applicable:					
☐ NetSecure Service (Addendum attached) including ____ (number) Nodes					
Totals		$1945	36	$1945	$0

Equipment Charges

Description	Quantity	Unit Price	Total Fee

For phone & PRI customers: A) change my local and my intrastate and interstate long distance services provider to Suddenlink Communications
B) Unless outbound international calling is authorized by initialing of this provision, no international call may be completed by this/these numbers until such time that customer authorizes international calls to be allowed. _____ (initial here)

Special Conditions (for point to point and multipoint services, include the addresses of all circuit termination locations)

Promotion Details

NOTICE REGARDING 911 SERVICES
While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; (v) you agree that all work by Suddenlink or Suddenlink's agent has been performed to your satisfaction as set forth herein; and (vi) **you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement shall not be deemed effective until it has been executed by both parties. Final proposed prices in this Agreement are valid for 30 business days from the date below of the Suddenlink signatory. The prices are firm for the term of this Agreement when signed below by the Customer and by Suddenlink.

_____ _____
Customer Authorized Signature Date

_____ _____
Judge Dan A. Gattis Williamson County Judge

_____ _____
Cequel Communications, LLC dba Suddenlink Communications, on behalf of its affiliates providing services hereunder ("Suddenlink") Date

_____ _____
Print Name Title

Commercial Service Agreement

TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex and any applicable tariff, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications and any affiliate of Suddenlink Communications that to the extent such affiliate provides Services to you under this Agreement ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and related equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at www.suddenlink.com.

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the Term (as defined in Section 5 below). Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party, and Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for Services shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes or charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service upon written notice to Customer if Customer has failed to correct such non-payment default within ten (10) days of written notice from Suddenlink, removal of Equipment from Customer's premises and/or imposition of an Administrative fee in accordance with applicable law. To the extent that any provision of this Agreement conflicts with Chapter 2251 of the Texas Government Code, Chapter 2251 of the Texas Government Code shall control.

4. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances. A list of fees is available on Suddenlink's website (www.suddenlink.com) ("Schedule of Fees"). Suddenlink reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on Suddenlink's website.

5. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the term set forth on the Service Order (the "Term"). If a Service Order does not specify a term, the Term shall be one (1) year from the date that any Service commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Term and from time to time therein, Suddenlink may, modify the charges for HSI and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. Customer may terminate this Agreement during a Renewal Term, for convenience and without cause, upon sixty (60) days written notice to Suddenlink. Notwithstanding anything to the contrary in this Agreement, including any of the foregoing, upon such a termination, Customer shall be liable to Suddenlink for any unpaid past due balance(s). Customer shall reimburse Suddenlink in such amount as soon as reasonably practicable after such a termination. If Customer cancels, terminates or downgrades the Service before the completion of the Term, or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

6. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

7. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities. If Suddenlink fails to comply with any material provision of this Agreement, then Customer, at its sole option, may elect to pursue one or more of the following courses of action: (i) terminate this Agreement whereupon only the sums earned and accrued as of the date of Customer's termination shall become due and payable, and/or (ii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER"S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK , TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK"S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF $5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

9. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

10. **Indemnity.** Suddenlink acknowledges and agrees that under the Constitution and the laws of the State of Texas, Customer cannot enter into an agreement whereby Customer agrees to indemnify or hold harmless any other party, including but not limited to Suddenlink; therefore, all references of any kind to Customer indemnifying, holding or saving harmless any other party, including but not limited to Suddenlink, for any reason whatsoever are hereby deemed void and deleted.

11. **Miscellaneous.** The Agreement constitutes the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. 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. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided however, that Suddenlink may modify this Agreement and the AUP and if Customer continues to use the Service, Customer shall be bound by such modifications. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of New York. The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Suddenlink may also deliver any required or desired notice hereunder to Customer by contacting the telephone number on Customer's account. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

12. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to perform its obligations under this Agreement.

13. **Dispute Resolution.** The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

14. **Assignment.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Suddenlink, which consent may be withheld in Suddenlink's discretion. Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

15. **Appropriation of Funds by Customer.** Customer believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Suddenlink Communications understands and agrees that the Customer's payment of amounts under this Agreement is contingent on the Customer receiving appropriations or other expenditure authority sufficient to allow the Customer, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement. If Customer fails to appropriate funds or if funds are not otherwise made available for continued performance by Customer for any funding year during the Term of this Agreement, succeeding the first funding period, the Agreement may be cancelled by Customer upon written notice thirty (30) days prior to the beginning of the funding year for which funds were not appropriated or otherwise made available. The effect of termination of the Agreement under this section will be to discharge both Suddenlink and Customer from future performance of the Agreement. Notwithstanding anything to the contrary in this Agreement, including any of the foregoing, upon such a termination, Customer shall be liable to Suddenlink for any unpaid past due balance(s). Customer shall reimburse Suddenlink in such amount as soon as reasonably practicable after such a termination.

16. **Right to Audit.** Suddenlink agrees that the representatives of the office of the Williamson County Auditor or other authorized representatives of Customer shall have access to, and the right to audit, examine, or reproduce, any and all records relating to Suddenlink's performance of the Services hereunder, provided that the Customer's right to audit such books and records are limited to the verification of invoice quantities to shipments and shipment receipts, upon advance notice and during normal business hours no more than once per calendar year. Audits shall be at the Customer's expense.

17. **Independent Contractors.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the contractor's employees.

18. **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 Customer, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Customer 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.

19. **Entire Agreement.** This Agreement, the tariffs, the documents referenced herein, and the AUP constitute the entire agreement between Suddenlink and Customer for the Services and equipment provided herein and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided Suddenlink may modify the AUP and if Customer continues to use the Service, Customer shall be bound by such AUP as modified. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CUSTOMER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

Commissioners Court - Regular Session 36.

Meeting Date: 11/01/2016

Approve City of Austin ILA Contract IFB GLB0019 for Decomposed Granite Gravel

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 for Decomposed Granite Gravel between Williamson County Parks Department and Klepzig, Inc. per City of Austin ILA contract IFB GLB0019 for an estimated total purchase amount of $58,800 ($2400 tons @$24.50 per ton City of Austin ILA contract pricing).

Background

Per Parks Dept:

This will be used for annual trail maintenance.

Approximately 2400 tons will be needed.

Approximately $58,800 (2400 tons@ $24.50 per ton- City of Austin Contract IFB GLB0019 Pricing)

Wilco Legal and Contract Audit reviewed and approved this ILA contract agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement Contract

Insurance Doc

1295 Form

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/26/2016 01:59 PM

Form Started By: Jewel Walker Started On: 10/18/2016 09:54 AM

Final Approval Date: 10/26/2016

City of Austin

Purchasing Office, Financial Services Department
P.O. Box 1088, Austin, TX 78767

May 5, 2015

Klepzig Inc.
Bryan Klepzig
1102 W. University Ave.
Georgetown, TX 78626
klepziginc@yahoo.com

Dear Mr. Klepzig:

The Austin City Council approved the execution of a contract with your company for Decomposed Granite Gravel in accordance with the referenced solicitation.

Responsible Department:	Austin Parks & Recreation Department
Department Contact Person:	Michelle Walker
Department Contact Email Address:	Michelle.walker@austintexas.gov
Department Contact Telephone:	512-974-6709
Project Name:	Decomposed Granite Gravel
Contractor Name:	Klepzig Inc.
Contract Number:	MA 8600 GA150000068
Contract Period:	05/05/15 -05/04/18
Dollar Amount	$741,408
Extension Options:	3 x 12 month options(247,136.00 per option)
Requisition Number:	RQM 8600 14110700052
Solicitation Type & Number:	IFB GLB0019 REBID
Agenda Item Number:	20
Council Approval Date:	4/23/15

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Georgia L. Billela
Buyer II
City of Austin
Purchasing Office

cc: Michelle Walker Marsha Wells
Donna Lee Bliss Brenda Jimenez
Alan Buaas

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
KLEPZIG INC. ("Contractor")
for
DECOMPOSED GRANITE GRAVEL
MA 8600 GA150000068

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Klepzig Inc. having offices at Georgetown, TX 78626 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number GLB0019 REBID.

1.1 **This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, Invitation for Bid (IFB), GLB0019 REBID including all documents incorporated by reference

1.1.3 Klepzig Inc. Offer, dated 2/17/15

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3

1.3 **Term of Contract.** The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) twelve (12) month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $741,408 for the initial Contract term and $247,136 for each extension option as indicated in the Bid Sheet, IFB Section 0600 for total Not-to-Exceed $1,482,817.00. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Klepzig Inc.

BRYAN KLEPZIG
Printed Name of Authorized Person

Signature

MANAGING PARTNER
Title:

4/29/15
Date:

CITY OF AUSTIN

Georgia Billela
Printed Name of Authorized Person

Signature

Buyer II
Title:

5/05/15
Date:

CITY OF AUSTIN

Tony Nicholson
Printed Name of Authorized Person

Signature

Sr. Buyer Specialist
Title:

5/5/15
Date:

CITY OF AUSTIN, TEXAS

Purchasing Office

INVITATION FOR BID (IFB)

OFFER SHEET

SOLICITATION NO: GLB0019 REBID

DATE ISSUED: February 2, 2014

REQUISITION NO.: 14110700052

COMMODITY CODE: 75035

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Georgia Billela

Buyer II
Phone: (512) 974-2939
E-Mail: georgia.billela@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: DECOMPOSED GRANITE GRAVEL

BID DUE PRIOR TO: 2:00 PM on Wednesday, February 18, 2015

BID OPENING TIME AND DATE: 2:15 PM on Wednesday, February 18, 2015

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

http://www.austintexas.gov/department/bid-opening-webinars

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC THUMB/FLASH COPY OF YOUR RESPONSE

The electronic PDF version shall be an exact duplicate of the original hard copy submittal, including all required signatures and sections. The City of Austin is not responsible for discrepancies between the contractor's electronic PDF version and the original hard copy submittal; the City may deem any discrepancy as a non-responsive offer.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	3
ATT A	ATTACHEMENT A ZONE MAP	1
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	1
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: KLEPZIG INC.

Company Address: 1102 E. UNIVERSITY AVE

City, State, Zip: GEORGETOWN, TX 78626

Federal Tax ID No.

Printed Name of Officer or Authorized Representative: BRYAN KLEPZIG

Title: MANAGING PARTNER

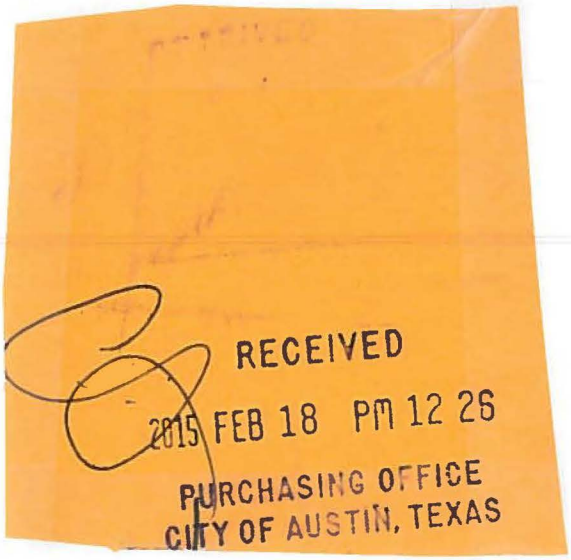
Signature of Officer or Authorized Representative:

Date: 2/17/15

Email Address: klepziginc@yahoo.com

Phone Number: 512-931-2208

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**



BID SHEET
CITY OF AUSTIN
DECOMPOSED GRANITE GRAVEL
INVITATION FOR BID (IFB) GLB0019 REBID

Bid Publishing Date: February 2, 2015

Buyer: Georgia Billela

Copies of Bid: Bidder to submit two copies of its signed bid - one original and 1 Thumb/Flash Drive Electronic copy.

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The City reserves the right to make multiple awards based on individual or groups of specific line items, based on cost, convenience, or any criteria deemed by the City to be most advantageous. The Vendor may choose to submit pricing for all items listed on the bid sheet or only specific items on the bid sheet.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

Failure to respond to each section of this bid sheet may result in disqualification of your bid.

Bidder supplies the following pricing for DELIVERED commodity
DELIVERY TERMS: DELIVERY IS TO BE FOB DESTINATION, PREPAID AND ALLOWED

ITEM NO.	ITEM DESCRIPTION	Minimum Tons per Delivery	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE DELIVERED	EXTENDED PRICE
1	Granite Gravel (Item 3.0 of Specificaiton)-**Delivered to Zone # 1** (see Attachement A) PARD - 6,000, WPD - 500, Avaition 1,000, S&B 500, AE 100	18	6,000	TON	$ 24.50	$ 147,000
2	Granite Gravel (Item 3.0 of Specificaiton)-**Delivered to Zone # 2** (see Attachement A)	18	2,000	TON	$ 24.50	$ 49,000
					TOTAL	$ 196,000

Bidder supplies the following pricing for CITY PICK-UP of commodity

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE CITY PICK-UP	EXTENDED PRICE
2	Granite Gravel- City Pick-up (Item 3.0 of Specification) WPD - 1,000	1,000	TON	$ 22.00	$ 22,000
				TOTAL	$ 22,000

BID SHEET
CITY OF AUSTIN
DECOMPOSED GRANITE GRAVEL
INVITATION FOR BID (IFB) GLB0019 REBID

Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide any other services or products you will provide the City and the price you would charge the City for those additional services and products. This information will not be used in the evaluation of the bid and is for informational purposes only and there is no guarantee of purchase.

ITEM NO.	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE* ($ or %)
3	Other: (Bidder to Specify - may be $ or % discount):_____	

* Unless otherwise specified, **Price** may be quoted as a firm-fixed price or as a percentage discount from Bidder's regular fees.

The following documents are required to be completed and submitted with the Offer. Please check the boxes below as confirmation.	
☒	Offer Sheet
☒	Bid Sheet (Section 0600)
☒	Local Business Presence Identification Form (Section 0605)
☒	Reference Sheet (Section 0700)
☒	Nonresident Bidder Provisions (Section 0835)
Yes ☒ No ☐	COPIES OF CERTIFICATES AND LICENSES ARE PROVIDED WITH BID RESPONSE
☒	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY BID
☒	I UNDERSTAND THAT SUBMITTING WITH MY BID ANY CLARIFICATION STATEMENTS, QUALIFYING STATEMENTS, AND/OR EXECPTIONS TO THE CITY'S TERMS AND CONDITIONS MAY RESULT IN DISQUALIFICATION OF MY BID

COMPANY NAME: KLEPZIG INC

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINTED NAME: BRYAN KLEPZIG

EMAIL ADDRESS: KLEPZIGINC@YAHOO.COM

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	KLEPZIG INC.					
Physical Address	1102 E. UNIVERSITY AVE. GEORGETOWN, TX 78626					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs.?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in solicitation:

Responding Company Name KLEPZIG INC.

1. Company's Name B & M MATTA CONST.
   Name and Title of Contact BOBBY MATTA - OWNER
   Present Address 325 PUCEK RD.
   City, State, Zip Code TAYLOR TX 76574
   Telephone Number (512) 517-0688 Fax Number (___) ___
   Email Address ___

2. Company's Name A+ SEPTIC
   Name and Title of Contact JOHN ROY - OWNER
   Present Address 30099 LIVE OAK TRAIL
   City, State, Zip Code GEORGETOWN, TX 78628
   Telephone Number (512) 431-5646 Fax Number (___) ___
   Email Address aseptic services@suddenlink.net

3. Company's Name RICKY BERTELSON HAULING
   Name and Title of Contact RICKY BERTELSON - OWNER
   Present Address 1900 CR 107
   City, State, Zip Code NUTTO, TX 78634
   Telephone Number (512) 784-7242 Fax Number (___) ___
   Email Address rickbhauling@yahoo.com

Section 0835: Non-Resident Bidder Provisions

Company Name KLEPZIG INC.

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: RESIDENT BIDDER

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

AUSTIN CITY COUNCIL

AGENDA

Recommendation for Council Action (Purchasing)

Austin City Council	**Item ID:**	43551	**Agenda Number**	20.

Meeting Date:	April 23, 2015
Department:	Purchasing

Subject

Authorize award and execution of a 36-month supply contract with KLEPZIG INC. to provide decomposed granite gravel in an amount not to exceed $741,408, with three 12-month extension options in an amount not to exceed $247,136 per extension option, for a total contract amount not to exceed $1,482,817.

Amount and Source of Funding

Funding in the amount of $69,232 is available in the Fiscal Year 2014-2015 Operating Budget of the Parks and Recreation Department. Funding in the amount of $15,734 is available in the Fiscal Year 2014-2015 Operating budget of the Watershed Protection Department. Funding in the amount of $11,255 is available in the Fiscal Year 2014-2015 Operating Budget of the Aviation Department. Funding in the amount of $5,627 is available in the Fiscal Year 2014-2015 Operating Budget of the Public Works-Street and Bridge Department. Funding in the amount of $1,125 is available in the Fiscal Year 2014-2015 Operating Budget of Austin Energy. Funding for the remaining 31 months of the original contract period and extension options are contingent upon available funding in future budgets. Funding in the amount of $180,000 is available in the Fiscal Year 2014-15 Capital Budget of the Parks and Recreation Department.

Fiscal Note

A fiscal note for the Parks and Recreation Capital Budget expenditure is attached. There is no unanticipated fiscal impact to the various Operating Budgets; therefore no fiscal note is required.

Purchasing Language:	Lowest bid received.
Prior Council Action:	
For More Information:	Georgia Billela, Buyer II, 512-974-2939
Boards and Commission Action:	April 14, 2015 - Approved by the Austin Airport Advisory Commission on a vote of 5-0 with Commissioners Kelsey and McDaniel absent.
Related Items:	

MBE / WBE:	This contract will be awarded in compliance with City Code Chapter 2-9D Minority Owned and Women Owned Business Enterprise Procurement Program. Per the City's Small and Minority Business Resources Department, no subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

Additional Backup Information

The contract is to provide a supply of decomposed granite gravel for various departments throughout the City for surfacing material on numerous projects. This material comes from granite that has decomposed through years of the natural process and is comprised of a mixture of unwashed aggregate and clay with no chemical additives. Decomposed granite is an excellent substitute for impervious walks since it is porous and allows for drainage without washing away. It is used in daily field operations to support and restore trail conditions and greenbelts such as the Lady Bird Lake Hike and Bike trail, Zilker Park and Fiesta Gardens.

The current contract GA080000137 will expire 5/21/15. Without a contract in place the City will not have surfacing material required for trails that are in need of restoration. Without restoration the public would be at risk for injury due to poor surfaces washed out from rain and usage.

MBE/WBE solicited: 3/3 MBE/WBE bid: 0/0

BID TABULATION
IFB GLB0019 REBID
(3 line items)

Vendor	**Total Bid**
Klepzig Inc. **Georgetown, TX**	**$218,000**
Community Trucking LLC Cedar Creek, TX	$287,520
Austin Equipment Co, DBA Hard Rock Transportation Austin, TX	*

* Vendor withdrew bid.

A complete bid tabulation is on file in the Purchasing Office and is on the City's Financial Services Austin Finance Online website at: http://ci.austin.tx.us/financeonline/vendor_connection/solicitation/search.cfm

PRICE ANALYSIS

a. Adequate competition.
b. 60 notices were sent including three MBEs and three WBEs. Three bids were received with no response from the MBEs/WBEs.
c. The pricing offered represents an 11% increase from the last purchase made June 2008. Price Index shows an 11%

increase for material since last purchase and a ¾ % increase for transportation.

APPROVAL JUSTIFICATION

a. Lowest bid received. Klepzig Inc. is the current provider of these goods.
b. The Purchasing Office concurs with the Parks and Recreation Department's recommended award.
c. Advertised in the Austin American Statesman and on the Internet.

CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:

A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.

B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming Deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. **FINAL PAYMENT AND CLOSE-OUT**:

A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. **SUBCONTRACTORS**:

A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled Deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.

E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:

    A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

    B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
(1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
(2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

A. General Requirements.

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.

xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the

City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.

35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

48. **DISPUTE RESOLUTION**:

    A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such

meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
DECOMPOSED GRANITE GRAVEL

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to georgia.billela@austintexas.gov no later February 11, 2015 @ 2:00 PM Central.

2. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:
  (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.
(1) The policy shall include these endorsements in favor of the City of Austin:
  (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
  (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
  (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

THIS IS A 36 MONTH CONTRACT

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **DELIVERY REQUIREMENTS:**

Delivery location(s) will be provided at time of order.

A. Delivery is to be made within twenty-four (24) hours after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. Deliveries shall be during the hours of operation of 7:00 A.M. to 3:30 P.M.

C. Deliveries after hours shall be coordinated with the Contract Manager

D. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

E. The Contractor shall confirm the quantity to be shipped on all orders within one (1) hour of notification by phone from the City.

F. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. **CHANGE ORDERS**

A. All change orders shall be in writing.

B. All change orders shall be provided within twenty-four (24) hours of delivery.

C. The City is the only authority to change an order

7. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled “Invoices.” Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Specified on Delivery Order at time of order
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

9. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
   (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
   (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
   (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

(4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 50%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU212313212313	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Crushed and broken granite mining	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 50% Granite for Item 1	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 100% Granite for Item 2	

Weight % or $ of Base Price: 50%	
Database Name: Bureaus of Labor	
Series ID: PCU484110484110P	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: All	
Description of Series ID: General freight trucking local	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 50% Delivery for Item 1	

E. **Calculation:** Price adjustment will be calculated as follows:

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Felix Padron

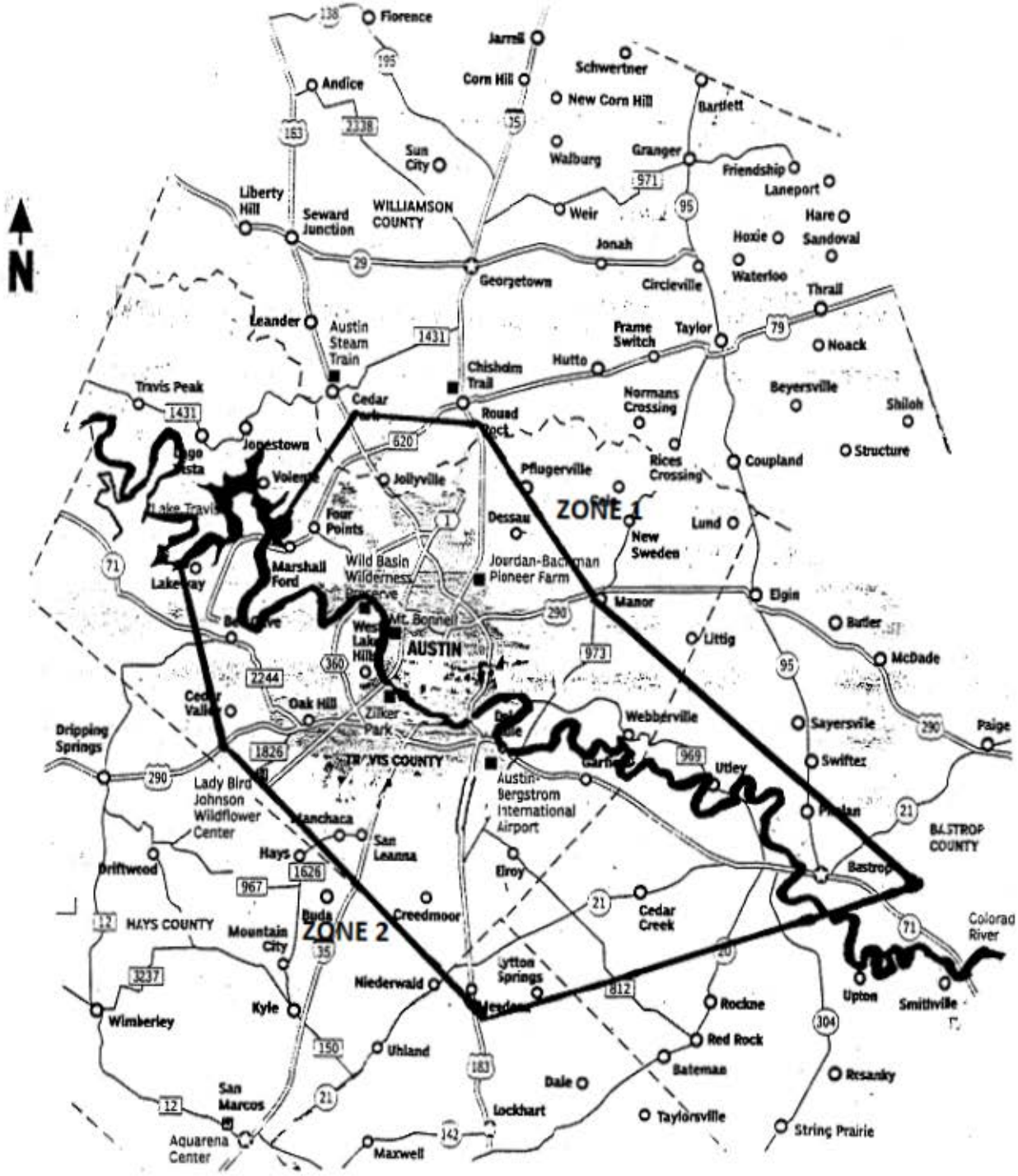
Phone: 512-495-9163

Email: felix.padron@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

AUSTIN

ZONE 1 / ZONE 2
(DIVIDED BY COLORADO RIVER)



ATTACHMENT A

The information contained in this bid tabulation is for information only and does not constitute actual award/execution of a contract.

BID TABULATION
CITY OF AUSTIN
DECOMPOSED GRANITE GRAVEL

BID NO. GLB0019REBID
RX NO. 8600 14110700052
DATE: 2/18/2015
BUYER: Georgia Billela

Special Instructions: Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

Vendor Name				Klepzig, Inc.		*Community Trucking, LLC		*Austin Equipment Co., dba Hard Rock Transporation	
City, State				Georgetown, TX		Cedar Creek, TX		Austin, TX	
MBE/WBE									
ITEM NO.	ITEM DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
COMMODITY DELIVERED TO CITY LOCATION									
1	Granite Gravel (Item 3.0 of Specification)-Delivered to Zone # 1 (see Attachment A) PARD - 6,000, WPD 500, Aviation 1,000, S&B 500 AE 100	6,000	TON	$24.50	$147,000.00	$35.94	$215,640.00	$0.00	$0.00
2	Granite Gravel (Item 3.0 of Specification)-Delivered to Zone # 2 (see Attachment A)	2,000	TON	$24.50	$49,000.00	$35.94	$71,880.00	$0.00	$0.00
			TOTAL BID	$196,000.00		$287,520.00		$0.00	
CITY - PICK UP - COMMODITY ONLY									
2	Granite Gravel-City Pick-up (Item 3.0 of Specification) WPD - 1,000	1,000	TON	$22.00	$22,000.00	$0.00	$0.00	$0.00	$0.00
			TOTAL BID	$22,000.00		$0.00		$0.00	
			TOTAL BID			*Vendor withdrew line		* Vendor Withdrew bid	

Prepared By: Julia Ramirez
Approved By: Georgia Billela

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/25/2016

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

PRODUCER	CONTACT NAME: Bill Elliott	
Alliance Insurance Agency 3307 82nd St. Lubbock, TX 79423	PHONE (A/C, No, Ext): 806-792-0135	FAX (A/C, No): 806-792-0815
	E-MAIL ADDRESS: bill@getalliance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Canopius Us Insurance Inc	
INSURED	INSURER B : Progressive County Mutual	2
KLEPZIG INC 1102 East University Ave Georgetown, TX 78626	INSURER C : Texas Mutual Ins Co	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC	x	x	OUSA11008766	01/20/16	01/20/17	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	$	1,000,000
								$	
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ✓ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	x	x	08242994-2	09/15/16	09/15/17	COMBINED SINGLE LIMIT (Ea accident)	$	500,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	0001250852	04/03/16	04/03/17	✓ WC STATU-TORY LIMITS ☐ OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

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

The City of Austin is an additional insured on the general liability and auto liability policies. A waiver of subrogation is issued in favor of the city of Austin for general liability, auto liability, and workers comp policies. 30 days NOC has been requested on all policies.

CERTIFICATE HOLDER

City of Austin Purchasing Office
PO Box 1088
Austin, TX 78767

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bill Elliott

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-128358

Date Filed:
10/25/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Klepzig Inc
Georgetown, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB GLB0019
Decomposed Granite

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

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

6 AFFIDAVIT

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

NOTARY PUBLIC STATE OF TEXAS
RACHEL HAHN
NOTARY PUBLIC STATE OF TEXAS
MY COMM. EXP. 11/23/2019
NOTARY ID 13044998-9

Bryan Klepzig
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Bryan Klepzig, this the 25th day of October, 2016, to certify which, witness my hand and seal of office.

Rachel Hahn
Signature of officer administering oath

Rachel Hahn
Printed name of officer administering oath

Notary Public
Title of officer administering oath

Commissioners Court - Regular Session 37.

Meeting Date: 11/01/2016

Approve purchase of Utility Tractors per Buyboard Contract 447-14

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of 2 utility tractors for the Williamson County Road and Bridge Department per Buyboard Contract 447-14, for the total purchase amount of $94,977.08.

Background

Per Deere & Company quote 13929379, the total purchase for 2 tractors is $94,977.08, Buyboard Contract pricing. The vendor quote is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Quote per Buyboard Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/24/2016 09:21 AM
Form Started By: Jewel Walker		Started On: 10/21/2016 10:02 AM
Final Approval Date: 10/24/2016		

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Coufal-Prater Equipment, LLC
3110 Highway 21 W
Bryan, TX 77803
979-822-7684
jdmail@cpebry.com

Quote Summary

Prepared For:
Williamson County (unified Road System)
3151 Se Inner Loop - Ste B
Georgetown, TX 78626
Business: 512-943-1100
rbaccounting@wilco.org

Delivering Dealer:
Coufal-Prater Equipment, LLC
David Crouch
3110 Highway 21 W
Bryan, TX 77803
Phone: 979-822-7684
davidc@cpetaylor.com

Quote ID: 13929379
Created On: 25 August 2016
Last Modified On: 13 September 2016
Expiration Date: 01 September 2016

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 5100E Utility Tractor	$ 47,488.54	X	2	=	$ 94,977.08

Contract: TX Ground Maint TASB 447-14 (PG 67)
Price Effective Date: May 23, 2016

Equipment Total **$ 94,977.08**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 94,977.08
Trade In	
SubTotal	**$ 94,977.08**
Est. Service Agreement Tax	$ 0.00
Total	$ 94,977.08
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 94,977.08**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 13929379 **Customer Name:** WILLIAMSON COUNTY (UNIFIED ROAD SYSTEM)

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Coufal-Prater Equipment, LLC
3110 Highway 21 W
Bryan, TX 77803
979-822-7684
jdmail@cpebry.com

JOHN DEERE 5100E Utility Tractor

Hours:
Stock Number:
Contract: TX Ground Maint TASB 447-14 (PG 67)
Price Effective Date: May 23, 2016

Selling Price *
$ 47,488.54

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor	2	$ 51,950.00	26.00	$ 13,507.00	$ 38,443.00	$ 76,886.00
	Standard Options - Per Unit						
0409	English Operators Manual and Decal Kit	2	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	2	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
2050	Standard Cab	2	$ 9,072.00	26.00	$ 2,358.72	$ 6,713.28	$ 13,426.56
2120	Air Suspension Seat	2	$ 706.00	26.00	$ 183.56	$ 522.44	$ 1,044.88
3025	Deluxe Cornerpost Exhaust	2	$ 500.00	26.00	$ 130.00	$ 370.00	$ 740.00
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	2	$ 849.00	26.00	$ 220.74	$ 628.26	$ 1,256.52
3400	Less Mid Valves	2	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
5911	18.4 - 30 In. 8PR R1 Bias	2	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
6040	MFWD (4 Wheel Drive)	2	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	2	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 11,127.00**		**$ 2,893.02**	**$ 8,233.98**	**$ 16,467.96**
	Dealer Attachments/Non-Contract/Open Market						
R262449	Front Weight Support, 187 Lbs	2	$ 0.00	26.00	$ 0.00	$ 0.00	$ 0.00
BSJ10264	Right Hand Door Kit (CAB ONLY)	2	$ 291.50	26.00	$ 75.79	$ 215.71	$ 431.42
R127764	Weight, Front Suitcase 95 Lb. (43 kg) Quantity of One	12	$ 134.20	26.00	$ 34.89	$ 99.31	$ 1,191.70
	Dealer Attachments Total		**$ 425.70**		**$ 110.68**	**$ 315.02**	**$ 1,623.12**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**

JOHN DEERE

Selling Equipment

Quote Id: 13929379 **Customer Name:** WILLIAMSON COUNTY (UNIFIED ROAD SYSTEM)

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Coufal-Prater Equipment, LLC
3110 Highway 21 W
Bryan, TX 77803
979-822-7684
jdmail@cpebry.com

Suggested Price				**$ 94,977.08**
Total Selling Price	**$ 63,502.70**	**$ 16,510.70**	**$ 46,992.00**	**$ 94,977.08**

Commissioners Court - Regular Session 38.

Meeting Date: 11/01/2016

Approve Elevator Service and Repair for FY2017 per TCPN Contract R150801

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 elevator service between Williamson County Facilities and ThyssenKrupp Elevator for FY2017 per TCPN Contract R150801 for a total purchase amount of $56,483.23.

Background

Per the ThyssenKrupp quote, the total purchase amount for Elevator Service and Repair for FY2017 is $56,483.23 (TCNP Contract Pricing). The vendor quote is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Quote per TCPN Contract

TCPN Contract

Contract Renewal Doc

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/24/2016 08:54 AM

Form Started By: Jewel Walker Started On: 10/21/2016 10:18 AM

Final Approval Date: 10/24/2016

Williamson County
Elevator Maintenance (TCPN)

Building	Address	Serial #s	No of Landings	Legacy Contract (TKE)	Oracle Contract (TKE)	10/1/2016 3.45% TCPN Quarterly $
Justice Center - S	405 Martin Luther King	EA3608	3	IF0951	US33672	600.71
		EA3609	2		for all	600.71
		EA3610	2			600.71
		EA3611	3			600.71
		EA3612	2			600.72
Jail	508 S Rock St.	EA3613	2	IF0952		563.20
		EA3614	4			577.22
		EA3615	4			577.22
		EA3616	4			577.22
		EA3617	2			563.19
Precint 2, Cedar Pk	350 Discovery Blvd	EH3580	2	ID01287		633.55
Annex, Taylor	412 Vance St.	EK0318	2	ID01289		633.55
Museum	716 S Austin Ave	EP7846	2	IF01627		563.15
Jail Expansion	508 S Rock St.	EP1623	5	IF01727		657.01
		EP1624	5			657.02
		EP1625	5			657.02
		EP1626	5			657.02
		EP1628	n/a-jack hole	x		-
Garage, #5	305 W. 4th St.	EP1627	4	IF01626		633.55
Justice Center - N Annex	405 Martin Luther King	ER2073	4	IF01728		600.70
		ER2074	4			600.70
		ER2075	4			600.70
Justice Center - N Annex	405 Martin Luther King	EV4307	3	IF01881		562.46
Courthouse	104 S Main	C643401	3	N/A		638.76
355 Texas Ave Bldg	355 Texas Ave	465076	2	N/A		600.71
					Quarterly	14,557.53
					Annual	58,230.14

Pricing submitted is per TCPN Contract #R150801

Less 3% discount for annual payment — Less 3% 1,746.90

Net 2016 56,483.23

ThyssenKrupp Elevator

ThyssenKrupp Elevator Corporation

June 25th 2015

Mr. Robert Zingelmann
TCPN
7145 West Tidwell Rd
Houston, TX 77092

SUBJECT: REQUEST FOR PROPOSAL – Solicitation # 15-08 Elevator Equipment, Service, Repair and Related Services

Mr. Zingelmann,

ThyssenKrupp would like to thank you for the opportunity to continue business with TCPN. We have attached all the required information requested through Solicitation #15-08 Elevator Equipment, Service, Repair and Related Services. We will not be submitting a proposal for Airport Bridge Maintenance and Baggage Handling Systems.

ThyssenKrupp is a global leader in providing elevator services including service and repair of all types and all manufacturers of elevators. Each program is personalized to address preventative maintenance, parts repair and replacement, quality assurance, service requests and value added services according to your needs.

With well over a combined 150 years of technical experience, our technicians are well equipped to deliver maintenance and repair services to protect your investment, provide reliable elevator operation, maximize the longevity of your equipment and further enhance the high level of quality service expected by the staff and general public visiting these facilities.

We trust that we have provided you with an informative presentation for the elevator maintenance agreement; however, if you have any questions, please feel free to contact Jeff Jaudes at 972-365-6128.

Sincerely,

Jeff Jaudes
National Accounts Manager

Jamie Blackman
National Accounts Coordinator

ThyssenKrupp Elevator Corporation
114 Town Park Drive, Suite 300
Kennesaw, GA 30144
Telephone: 770.799.0400
Fax: 866 785.5571
Internet: www.thyssenkruppelevator.com

RFP 15-08 for Elevator Equipment, Service, Repair and Related Services Master Index:

- Cover Letter
- Master Index
- Entire RFP Document
- Tab 1 – Entire Vendor Contract and Signature Form – General Terms and Conditions Acceptance Form (Appendix D)
    - Appendix A – Vendor Contract and Signature Form
    - Appendix D – General Terms and Conditions
    - Facility Solutions Special Terms and Conditions Form Signed
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
    - Attachment 1-A Question #5
    - Attachment 1-B Question #6
    - Attachment 1-C Question #7
    - Attachment 1-D Question #16
    - Attachment 1-E Question #31
- Tab 4 – Product / Services (Appendix B)
    - Appendix B-1 Equipment Manufacturer and Model Not Supported by ThyssenKrupp Elevator
- Tab 5 – References (Appendix F)
- Tab 6 – Pricing (Appendix C)
    - Gold Level Service TCPN Elevator Maintenance Pricing 2015- 2016 (Pages 4- 7)
    - Gold Level Service TCPN Escalator Maintenance Pricing 2015-2016 (Pages 8-10)
    - Sample TCPN Repair Estimator (Page 11)
    - Attachment C-1 TCPN 2015-2016 Hourly Billing Rates (Pages 12-14)
- Tab 7 – Value Add (Appendix G)
    - Value Add #1 – New Installation (Sample Documents & Brochures)
    - Value Add #2 – Modernization (Sample Documents & Brochures)
    - Value Add #3 – Eco and Energy Saving Upgrades (Sample Documents and Brochures)
    - Value Add #4 – Telephone Monitoring (Sample Brochure)
- Tab 8 – Required Documents
    - Additional Required Documents (Appendix H)
    - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4)
- Tab 9 – Miscellaneous
    - TCPN National Vertical Transportation Equipment Agreement Sample
    - Repair Order Sample
    - TKPlan Brochure
    - National Accounts Brochure
    - Engineering Confidence Through Service Brochure

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____, by and between ThyssenKrupp Elevator Corporation *("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* Elevator Equipment, Service, Repair and Related Service *("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure**:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract."
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contact whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred.

3.2. **Compliance**: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror's Promise**: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents**: Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9 **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures**: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests;

restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating *"Per TCPN Contract"*. The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:

- Vendor Name
- TCPN Contract Number
- Reporting Period/Year
- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)
- If there are no sales to report, Vendor is still required to communicate that information via email

ARTICLE 9- PRICING

9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved

the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN of **four percent (4%)**. (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount

similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed

reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

13.2 **Disclosures**: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.7 **Legal Obligations**: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledge and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	ThyssenKrupp Elevator
Address	114 Town Park Dr Suite 300
City/State/Zip	Kennesaw, GA 30144
Telephone No.	972-365-6128
Fax No.	866-385-5571
Email address	Jeff.Jaudes@thyssenkrupp.com
Printed name	Jeff Jaudes
Position with company	National Account Manager
Authorized signature	

Accepted by The Cooperative Purchasing Network:

Term of contract October 1, 2015 **to** September 30, 2016

Unless otherwise stated, all contracts are for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member — Date: 8/25/15

Rita Drabek
Print Name

Region 4 ESC Authorized Board Member — Date: 8/25/15

Faye B. Bryant
Print Name

TCPN Contract Number R150801

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

19/162: (5.4) We would like to add the following to this section "Under no circumstances shall either party be liable for consequential damages"

Proposal # _____

Dear Valued TCPN Member/User:

Thank you for your consideration in accessing and potentially using a TCPN-awarded contract. As you are aware, we take each and every awarded vendor through a very transparent and competitive process. Nonetheless, we continue to look for methods to better serve our customers. Most recently, we have implemented a new proposal registration program to provide consistency and faster service for our members. The process will require Facility Contract holders to register and receive a Certified TCPN Proposal Number that must be prominently displayed on each proposal(s) that you receive. This new system will track Facility transactions from the initial proposal stage to the completion of each project. TCPN has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to your organization. We support and encourage you to call our TCPN Team to verify the Certified TCPN Proposal Number and ask further questions. Failure to receive the Certified TCPN Proposal Number can result in potential delays to your services. Please see our website at www.tcpn.org to contact our team members in serving your needs.

Thank you for your potential business and remember to only accept proposals with a Certified TCPN Proposal Number.

Sincerely,

The TCPN Facilities Management Team

TCPN®
The Cooperative Purchasing Network

TCPN Certified Proposal Number Process

Fill out the form on the Facilities page at www.TCPN.org

(Direct link is http://www.tcpn.org/Pages/Facilities.aspx)

***Click on TCPN Logo in center of page and a form will pop up.**
*** Fill out and submit.**

- All proposal numbers requests must be submitted *and* a proposal number received *before* you present it to your potential customer.
- You will have a response with a Certified TCPN Proposal Number within 24 hours.
- If you have an emergency and need a proposal number sooner, call any member of the Facility Management team and we will help you.
- Include the proposal number and TCPN Official Contract Holder seal of approval on all proposals. Feel free to use the attached form for your convenience.

FACILITY SOLUTIONS SPECIAL TERMS & CONDITIONS
VENDOR ACCEPTANCE FORM

This document acknowledges that you have received and agree to the details, directions and expectations of the Certified TCPN Proposal Number process.

Date: 06/05/2015

RFP Number: 15-08

Company Name: ThyssenKrupp Elevator

Printed Name: Jeff Jaudes

Signature:

TCPN®
The Cooperative Purchasing Network

Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below who the participants will be for the vendor orientation. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the orientation meeting.

Vendor orientations for this RFP will be held between September 8 - 25, 2015.

Please provide information on who should be contacted for scheduling **if awarded**:

ThyssenKrupp Elevator
Vendor

Jeff Jaudes
Point of Contact

National Account Manager
Title

972-365-6128
Phone Number

Jeff.Jaudes@thyssenkrupp.com
Email Address

Signature: _____ Date: 6/25/15

Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **States Covered**
   Offeror must indicate any and all states where products and services can be offered.
   Please indicate the price co-efficient for each state if it varies.

   ☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

   ☒ **All U.S.**

☐ Alabama	☐ Montana
☐ Alaska	☐ Nebraska
☐ Arizona	☐ Nevada
☐ Arkansas	☐ New Hampshire
☐ California	☐ New Jersey
☐ Colorado	☐ New Mexico
☐ Connecticut	☐ New York
☐ Delaware	☐ North Carolina
☐ District of Columbia	☐ North Dakota
☐ Florida	☐ Ohio
☐ Georgia	☐ Oklahoma
☐ Hawaii	☐ Oregon
☐ Idaho	☐ Pennsylvania
☐ Illinois	☐ Rhode Island
☐ Indiana	☐ South Carolina
☐ Iowa	☐ South Dakota
☐ Kansas	☐ Tennessee
☐ Kentucky	☐ Texas
☐ Louisiana	☐ Utah
☐ Maine	☐ Vermont
☐ Maryland	☐ Virginia
☐ Massachusetts	☐ Washington
☐ Michigan	☐ West Virginia
☐ Minnesota	☐ Wisconsin
☐ Mississippi	☐ Wyoming
☐ Missouri	

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

☐ American Samoa	☐ Northern Marina Islands
☐ Federated States of Micronesia	☒ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

2. **Diversity Programs**
   - Do you currently have a diversity program or any diversity partners that you do business with? ☐ Yes ☒ No
   - If the answer is yes, do you plan to offer your program or partnership through through TCPN ☐ Yes ☒ No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
  [x] Yes [ ] No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Diverse Vendor Certification Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE [ ] Yes [X] No
List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE [ ] Yes [X] No
List certifying agency: _____

c. **Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is a DVBE [ ] Yes [X] No
List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**
Respondent certifies that this firm is a HUB [ ] Yes [X] No
List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**
Respondent certifies that this firm is a HUBZone [ ] Yes [X] No
List certifying agency: _____

f. **Other**
Respondent certifies that this firm is a recognized diversity certificate holder [ ] Yes [X] No
List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Kennesaw State of GA

5. Felony Conviction Notice

Please check applicable box:

- [x] A publicly held corporation; therefore, this reporting requirement is not applicable.
- [ ] Is not owned or operated by anyone who has been convicted of a felony.
- [ ] Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: GA Zip: _____

Phone: _____ Fax: _____

Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Marketing

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

[x] Manufacturer direct	[ ] Certified education/government reseller
[ ] Authorized distributor	[ ] Manufacturer marketing through reseller
[ ] Value-added reseller	[ ] Other _____

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. [x] Yes [ ] No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. [x] Yes [ ] No

  (Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? [ ] Yes [x] No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
NJPA		11/14/15	

Appendix F:

COMPANY PROFILE

Please provide answers to the following questions in a clear and concise manner. Provide the question number in your response:

1. Company's official registered name.

   ThyssenKrupp Elevator Corporation

2. Brief history of your company, including the year it was established.

   ThyssenKrupp Elevator is a US $1.7 billion dollar company that manufactures, installs and services a wide variety of passenger and freight needs. Headquartered in Atlanta, Georgia, ThyssenKrupp Elevator Corporation provides a full range of elevators, lifts and escalators for all types of passenger and freight applications. Complete elevator systems, including all major components, are manufactured at our plants in Tennessee, Mississippi, Toronto and New York City. ThyssenKrupp Elevator is represented by over 135 branches and 250 local representatives in the United States and Canada and employs over 10,000 manufacturing, installation, service, repair, sales and management professionals. Most impressive is the fact that we individually service nearly 240,000 elevators, escalators and lifts in North America, over 50,000 of which were manufactured and installed by other companies.

   ThyssenKrupp Elevator's ultimate parent is ThyssenKrupp AG, a large German corporation headquartered in Düsseldorf. ThyssenKrupp AG's predecessor, Thyssen AG entered the North American vertical transportation market in the 1980's, and was growing its business, when it acquired Dover Elevator Company in July 1999. Dover was well established in the U.S. market, and the merger of these two companies created the largest vertical transportation company in North America. Thyssen and Dover Elevator joined forces as ThyssenKrupp Elevator with one purpose: to exceed customer expectations with a powerful combination of products, services and technology.

3. Company's Dun & Bradstreet (D&B) number.

   01-956-3621

4. Corporate office location.

   ThyssenKrupp Elevator
   114 Town Park Dr. Suite 300
   Kennesaw, GA 30144

5. List the total number of sales persons employed by your organization within the United States, broken down by market. *** Please see attachment 1-A***

   - East Region: 218
   - West Region: 148
   - Central Region: 174

6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Please see attachment 1-B for list of office locations and key contacts.

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

8. Define your standard terms of payment.

- Service: Typically, we will bill monthly or quarterly in advance. Payment is expected NET 30.
- Repair: 50% upon award, 50% upon completion of the work.
- Construction: Progressively in line with percentage of completion. 10% retainage.
- However, with advanced notice we can accommodate most any billing and collection terms

9. Who is your competition in the marketplace?

Kone, Otis, Schindler

10. Overall annual sales for last three (3) years; 2012, 2013, 2014.

Propriety Information, cannot share with outside sources.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2012, 2013, 2014.

Propriety Information, cannot share with outside sources.

12. What is your strategy to increase market share?

ThyssenKrupp Elevator's mission statement is to provide comprehensive, high quality, and competitively priced vertical transportation equipment and service to all our customers. We accomplish this through continuous identification of needs and expectations, effective planning,

skilled employees and cutting edge technology consistent with business plan objectives. As well as an aggressive marketing campaign to build partners in our industry.

13. What differentiates your company from competitors?

At ThyssenKrupp Elevator, our goal is to achieve a partnership with our customers that permit us to meet their vertical transportation needs now and in the future. Our aim is to make a direct contribution to our customer's success. We are committed to the continual improvement of our service business and endeavor to maintain our position as the peerless leader in our industry

14. What is the reputation of your company and your company's products and services in the marketplace?

Competence and diversity, global reach and tradition form the basis of our worldwide market leadership. We create value for customers, employees and shareholders. We are customer-focused. We develop innovative products and services that create sustainable infrastructures and promote efficient use of resources. We engage as entrepreneurs with confidence, a passion to perform and courage, aiming to be best in class. This is based on the dedication and performance of every team member. Employee development is especially important. Employee health and workplace safety have top priority. We serve the interests of the group. Our interactions are based on transparency and mutual respect. Integrity, credibility, reliability and consistency define everything we do. Compliance is a must. We are a responsible corporate citizen.

International Technical Services is a key component to our ability to maintain our competitor manufactured equipment. In addition to providing engineering support, training and technical publications, ITS provides repair and diagnostic testing of circuit boards. In addition they provide and develop the diagnostic tools to trouble shoot microprocessor controllers. This is a key advantage of ThyssenKrupp Elevator, we are nearly self-contained when it comes to microprocessor boards.

ThyssenKrupp Elevator utilizes GPS within our Technician's mobile devices so that we can route the closest technician to service calls in effort to reduce downtime. We continually look for ways to better serve and communicate with our customers. As we find more ways to improve our service through mobile technology ThyssenKrupp Elevator is always communicating these new enhancements to our customers.

With over 34% of the new installation market, ThyssenKrupp Elevators product line as earned one of the highest reputation for consistency and continuous operation in the Americas.

15. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

ThyssenKrupp Elevator has on our public web site: http://www.thyssenkruppelevator.com/ a complete list of products and services offered. Also complete architectural drawings and engineered specifications for all elevator, escalators and moving walks manufactured and installed by ThyssenKrupp Elevator. Final purchases are performed personally with the customer and the local office level.

16. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

ThyssenKrupp Elevator's North American Division is separated into three regions, consisting over 6,000 employees working directly at our branch and regional offices. These locations are as listed below. See Attachment 1-D for the listing of over 135 offices across the US. Our local customer service is supported by our call center, TK Communications which is operational 24/7 if the local branch is not available.

- East Region: 3013 Employees
- West Region: 1809 Employees
- Central Region: 2135 Employees

17. What is the capability of your company to respond to emergency/rush orders?

- Emergency Service Calls involving entrapments are responded to immediately, our goal is to be onsite within 1 hour or less of notification.
- Normal Service Calls: Our technicians' goal is to arrive within 2 hours of notification.
- In remote areas where driving time is significant, response may be longer.

18. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Notwithstanding, ThyssenKrupp Elevator Corporation is a $2.2 billion company. Lawsuits do occur and exist; however, TKEC has adequate risk management, legal and insurance safeguards in place to protect itself and its customers when required. ThyssenKrupp Elevator has not been involved in bankruptcy or reorganization.

Marketing / Sales

19. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

a. A co-branded press release within first 30 days
b. Announcement of award through any applicable social media sites:
c. Direct mail campaigns
d. Co-branded collateral pieces
e. Advertisement of contract in regional or national publications
f. Participation in trade shows
g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
    i. TCPN and Region 4 ESC Logo
    ii. Link to TCPN and Region 4 ESC website
    iii. Summary of contract and services offered
    iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Within the first 90 days of the award ThyssenKrupp will:

- On our internal website we will post a link to all required documents and forms to sell these services to the membership
- On our social media site we will post a link to the TCPN and Region 4 ESC website
- Continued participation in trade shows within our industry posting placards stating that we are a supplier for TCPN and Region 4 ESC
- Additionally, local meetings with BOMA and facilities management companies.

20. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

When given access to a TCPN member or potential member, we will supply the member with comparison TCPN pricing versus market pricing for that area, also we will be clear in educating the member of the advantages to operating with a volume GPO organization.

21. Explain how your company plans to market this agreement to existing government customers.

As contracts are nearing the term date we will approach the customer with opportunities in working with a TCPN provider for continued services. We will be monitoring local city and state websites for contracts that will soon be requesting bids for services and notify them that we are a TCPN supplier. For those government agencies that are not currently using TCPN we will offer these services and associated pricing.

22. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

30 Days:

- Notify the Sales Associates Local, District and Regional of the Award.

60 Days:

- Hold a TKE internal kick off conference call / Webinar
- Supply all necessary resources (Membership Roster, New Contract, Pricing Matrix etc.)
- Train TKE employees on procedure

90 Days:

- Schedule a TKE conference call with all branch Sales Managers to get an update on the progress of this program.
- Regional Sales meeting to discuss process and continued implementation

23. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Thirty days after the first notification of award, region and district sales managers will have a meeting regarding setup of the TCPN agreement. National Accounts will also provide a "TCPN Package" to all of our Local, District and Regional Sales Employees. This package will include instructions on the program including; new contract, pricing matrix, the current membership roster and a billing setup letter including the names and phone numbers for Jeff Jaudes and Jamie Blackman if they were to have any additional questions.

24. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes

25. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

$4 Million in year one
$4.2 Million in year two
$5 Million in year three

Administration

26. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s)

ThyssenKrupp Elevator does business with multiple cooperative purchasing companies such as, NJPA, Novation, Premier, MedAssets and Healthtrust. There are over 40,000 units attached to these cooperative organizations both government and commercial that ThyssenKrupp maintains. As a point of corporate policy we are unable to supply you any contact or contract information for these customers.

27. Describe the capacity of your company to report monthly sales through this agreement.

ThyssenKrupp has been reporting monthly sales for the last 10 years for TCPN. We have a dedicated person for TCPN requirements. Deborah Heard in our National Accounts Accounting department has already established a relationship with TCPN and is educated in all the requirements needed for your monthly report.

28. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

ThyssenKrupp has a full team in place for management reports, time and attendance reports and has over 580,000 customers they maintain consolidated billing for. We are prepared for any reporting or billing requests TCPN members may have.

29. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

ThyssenKrupp recommends a Capital Planner be provided to TCPN members. The Capital Planner is a guideline to help you plan for the near future and improvements that will drastically affect your elevator's performance, reliability, energy contributions, and operating costs of the equipment.

What is our Capital Planner Process?

- Initial client interview to determine specific needs & timelines
- Nationally coordinated in-depth surveys of entire portfolio
- Consolidated recommendations are prepared and presented
- Work with client to determine short & long term prioritization
- Review on a quarterly or annual basis

A Capital Planner focuses primarily on upgrades directly related to:

- Safety Items
- Code Requirements
- Performance Levels
- Obsolete Equipment / Mod
- Aesthetic Enhancements

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

30. Please provide your company's environmental policy and/or green initiative.

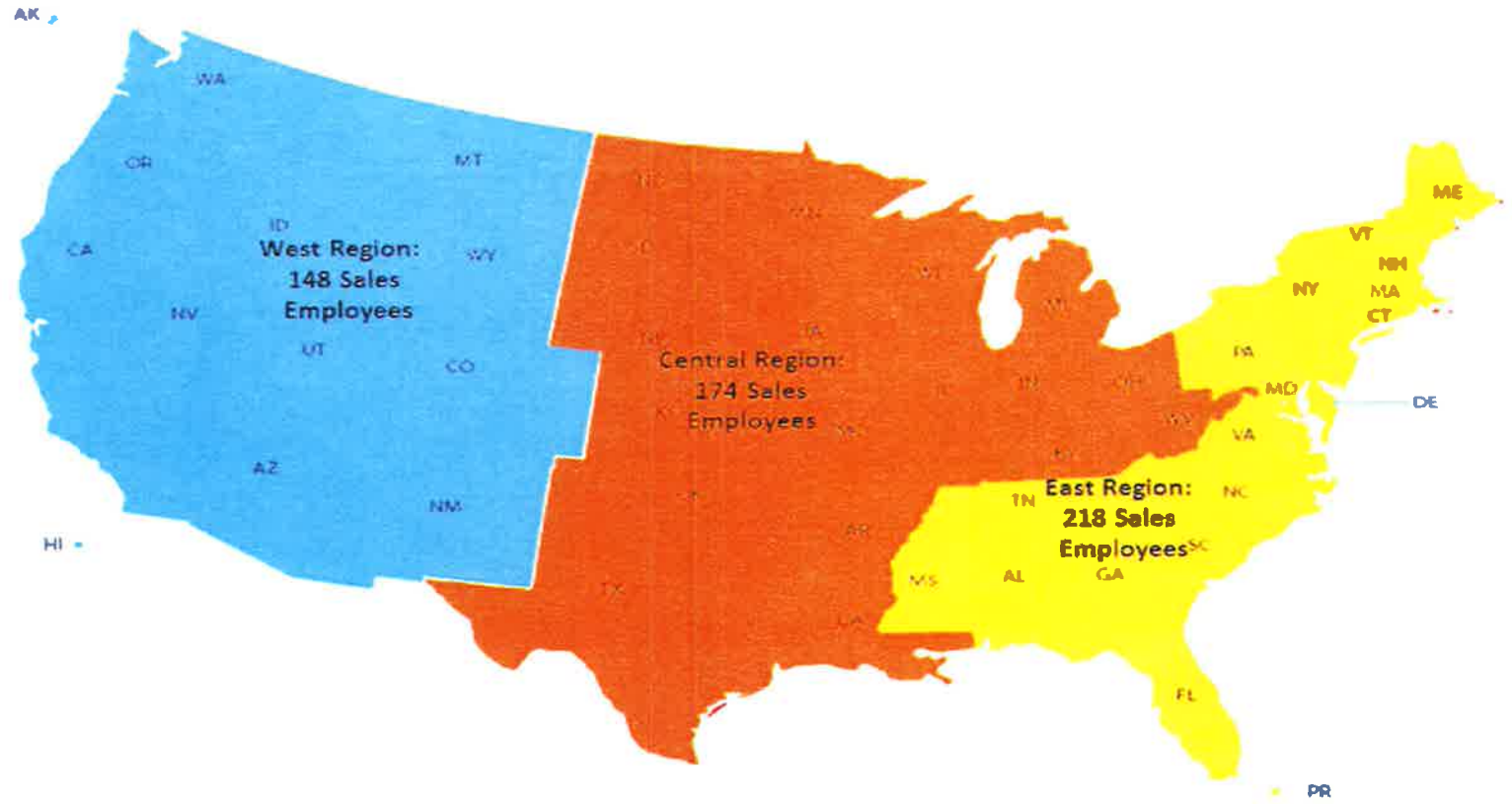
Sustainability is embedded in the strategies, policies and business practices of ThyssenKrupp Elevator Americas. We strive to create a culture that fosters greener solutions for every aspect of our business, from daily operations to the materials we use in our products. By implementing the right actions today, we are making a better world for tomorrow.

- Green Rating Systems and LEED - Our commitment to green building is companywide. We are a corporate-level member of the US Green Building Council and a Visionary Sponsor of the Living Building Challenge
- Material Transparency - We are at the forefront of the building industry – pioneering a new vision of manufacturing product transparency.
- Products and Services - From elevator fluids to lighting, our products and services are designed with the environment in mind.
- Corporate Citizenship - Looking out for our people and our communities is just as important to us as building premium products.

Vendor Certifications (if applicable)

31. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Each branch location has the local and state license and certifications required to service and install elevators, escalators, moving walks, and related equipment in their respective jurisdiction. ThyssenKrupp Elevator Corporation is large corporation, non-tax exempt and cannot be considered a small business. ***Please see attachment 1-E***



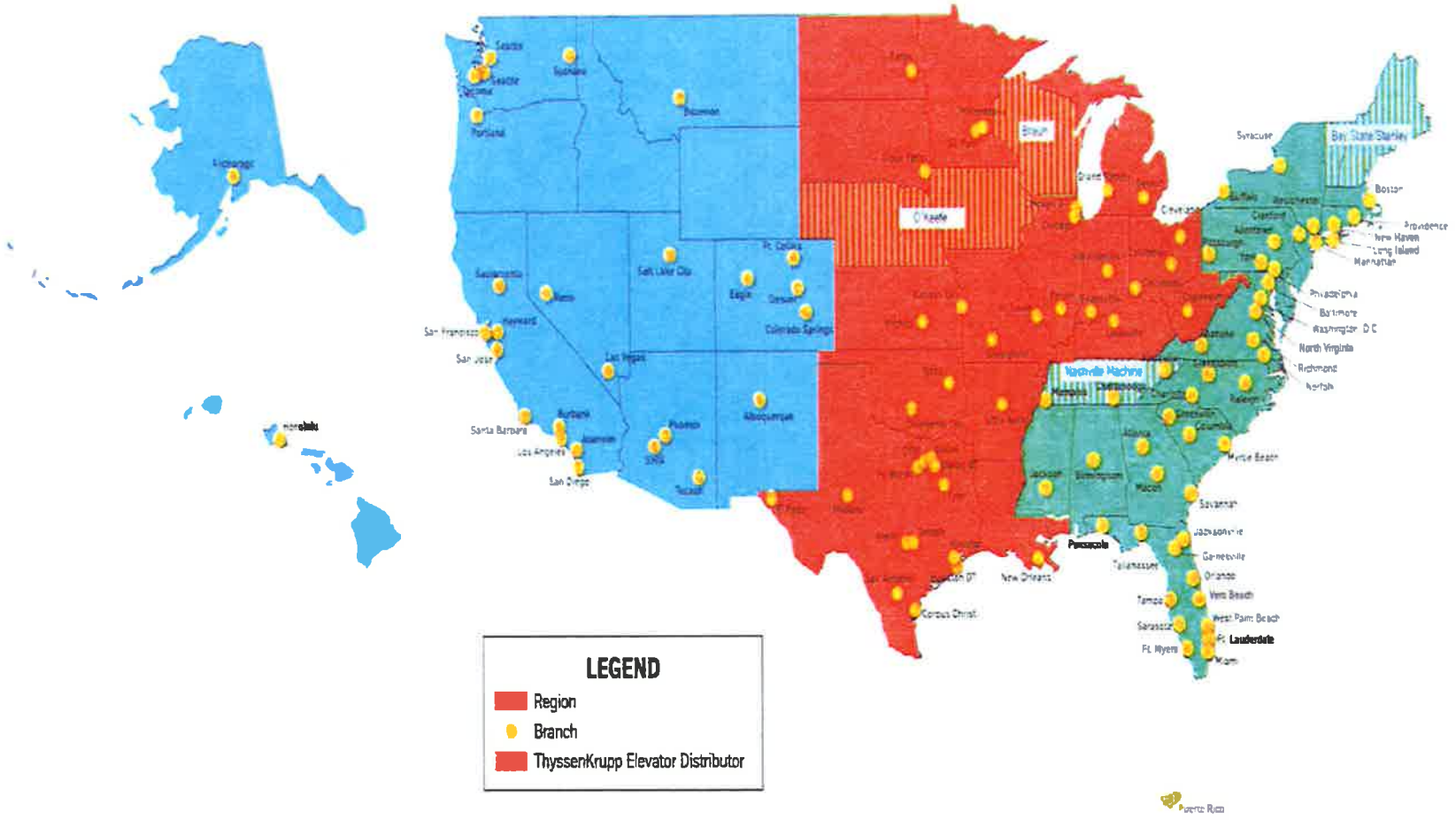
East Region

Central Region

West Region

1-A Question #5

1-D Question #16



1-E Question #31

STATE	LICENSE NUMBER	LICENSE
Alabama	15487	Contractor
Alabama	AL569EL	Elevator Contractor - Dept of Labor
Alaska	27247	Contractor
Alaska	285882	Business
Arizona	154569 Class K-12	Contractor
Arkansas	0022880113	Contractor
California	651371	Contractor
Colorado	08-000039	Contractor -Conveyance
Delaware	1989039164	Business
Florida - Miami Branch	ELC028	Business
Florida - Brandenton Branch	ELC024	Business
Florida - Fort Meyers Branch	ELC072	Business
Florida - Gainesville Branch	ELC085	Business
Florida - Jacksonville Branch	ELC073	Business
Florida - Orlando Branch	ELC029	Business
Florida - Pensacola Branch	ELC091	Business
Florida - Pompano Beach Branch	ELC016	Business
Florida - Riviera Beach Branch	ELC030	Business
Florida - Tallahassee Branch	ELC031	Business
Florida - Tampa Branch	ELC032	Business
Florida - Vero Beach	ELC027	Business
Georgia	E-012	Certificate of Authorization
Hawaii	C-16767	Contractor
Idaho	PWC-C-10975-AAA-4	Contractor - Pulic Works
Illinois	IL02896	Contractor
Louisiana	7475	Contractor
Maryland	2930034	Business
Minnesota	CE000106	Contractor
Mississippi	01164-SC	Contractor
Montana	11147	Contractor
Nevada	0005184A	Contractor
Nevada	NV19841018200	Business
Nevada	SBPC-10-09-20-0159	Public Works
New Jersey	605184	Contractor
New Mexico	31119	Contractor
New Mexico	0188692011609	Public Works
North Dakota	29454 Class A	Contractor
Oregon	142459	Contractor
Tennessee	00006597	Contractor
Texas	20009	Contractor
Utah	227231-5501	Contractor
Virginia	2701002487	Contractor
Washington (Kirkland) - Elevator Contractor	THYSSEC990OT	Contractor - Elevator
Washington (Bellevue) - Elevator Contractor	THYSSEC965M1	Contractor - Elevator
Washington (Portland) - Construction Contractor	THYSSEC9616M	Contractor - Construction
Washington (Portland) - Elevator Contractor	THYSSEC968QB	Contractor - Elevator
Washington (Spokane) - Construction Contractor	THYSSEC965OM	Contractor - Construction
Washington (Spokane) - Elevator Contractor	THYSSS*960PZ	Contractor - Elevator
Washington (University Place) - Construction Contractor	THYSSEC961OM	Contractor - Construction
Washington (University Place) - Elevator Contractor	THYSSUP965PZ	Contractor - Elevator
West Virginia	WV000525	Contractor
Wisconsin	1097728	Contractor
Wyoming	LM-E-4	Contractor

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

The intent of this RFP is to award contracts for national elevator products and services. Region 4 ESC intends to issue a future RFP for regional elevator service. Region 4 ESC is seeking to award the least number of suppliers of these services necessary to fulfill its own needs and the needs of the TCPN membership.

I. **Responding to the Baggage Handling System and Passenger Loading Bridge Section and/or Escalator, or Moving Walkway portion of this RFP is not necessary, in order to be considered for this RFP.**

Respondents are requested to provide detailed description of your service offerings. Provide sufficient information for each service category as listed on the following classifications of service. Each service shall meet the following minimum requirements:

II. The Services shall meet ASME Code A 17.1-2007/CSA B44-07, ASME Code A 17.3-2002, ASME Code A 18.1-2005, and ASCE Code 21 as required by the Texas Department of Licensing and Regulation or equivalent for the state(s) of respondent(s)' territory and any additional relevant codes and regulations.

III. Section 8.6 of the ASME Code A17.1 specifically addresses the requirements for a comprehensive maintenance program. Respondent shall ensure that the Facility is in compliance with these requirements and any additional relevant codes and regulations.

IV. Every time a technician is on-site a check in with Approved Facilities Personnel shall be done. When work is completed and the technician is leaving, they will check back out with Approved Facilities Personnel. The technician shall fill out the Elevator Maintenance Checklist to document the services provided.

V. Describe and provide timelines of review meeting(s) between Responder(s) and Approved Facilities representatives.

VI. Provide and deliver all inspection reports in compliance with State law to Approved Facilities representatives to ensure Facilities compliance with this requirement,

VII. In general all elevator components shall be cleaned, lubricated, adjusted, and items worn or broken shall be repaired or replaced. Any replacement shall be at no additional charge to the Facility unless it has been approved in advance by the facility.

VIII. Respondent(s) shall be responsible for applicable code and safety tests. Records of the tests and callbacks shall be kept current by the responsible party.

IX. Respondent(s) should be compliant with environmental regulations, and firefighter's emergency operations monthly operation, including documentation.

General Maintenance Contracts

- A written maintenance control plan
- Use of trained personnel
- Disposal of hazardous materials
- How the maintenance plan is executed
- Include a quality control program

Elevator Maintenance Services

- Annual governor and safety tests on traction elevators
- Annual relief pressure tests on hydraulic elevators
- General Monthly or Quarterly Services

- Onsite inspections
- Data tags and code information
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Controller Equipment Monthly or Quarterly Services

- Maintenance and service of components
- Onsite inspections of other incidental electronic or mechanical components and wiring
- Onsite inspections of filters and cooling fans
- Onsite inspections controller doors, covers, guards, and labels
- Verify proper grounding with electric meter;
- Recording unit run counter, if applicable, and your reporting function
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Pump Unit and Motor Monthly or Quarterly Services

- Maintain and service of components (e.g.; power unit, pump motor, valves, pump, belt and others)
- Onsite inspections of other incidental electronic or mechanical components and wiring
- Monitoring oil levels
- Cleaning of components
- Your reporting capabilities and reporting timelines (e.g.; weekly, monthly, quarterly or other)
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Elevator Cab and Hoistway Door Equipment Monitor Quarterly Services

- Maintain and service the following components (e.g.; door motors, Electronic boards, contacts, rollers, pick-ups and relating devices, bearings, sheaves, door arms, bushings, wiring and related electronic components, door restrictors and others)
- Verify speed and torque levels of door operation as required by Category 1 periodic test
- Verify proper grounding with electrical meter
- Check hoistway door gibes and vision panels
- Test and confirm door locks, verify an open lock would prevent movement as required by code
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and

PVC or other cylinder lining(s) and others)

Elevator Cab Monthly or Quarterly Services

- Maintain and service components (e.g.; car top service and operation controls, check/repair alarm bells and wiring, pushbuttons, pushbutton lamps, digital and/or incandescent position indicators and lamps)
- All switches (keyed, push/pull, or toggled)
- Electrical outlets or other operational device directly related to the operation of the elevator
- Check, monitor and replace fan if necessary
- Test emergency lights and replace batteries and lights if necessary
- Fire Services Per ASME 17.1 8.6.11.1 (e.g.; All elevators provided with firefighter's emergency operation shall be subjected monthly to Phase I recall by use of the key switch, and a minimum of one-floor operation on Phase II. Findings shall be recorded and deficiencies corrected)
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

Hoistway and Pit Monthly or Quarterly Services

- Maintain and service components (e.g.; Limit switches, Leveling systems, electronic or mechanical, buffer assembly – also check for leaks, buffer switches, Hoistway wiring, piping, and related devices, Governor, governor sheave, shaft assembly, bearings, contacts and governor jaws and others)
- Examine compensation chain rope, guides or sheaves and adjust to provide proper clearance and tracking;
- Examine governor sheave and switch and adjust as required
- Examine selector tape sheave and switch and adjust as required
- Examine and check coated steel belt, shackles, sheaves and associated hardware
- Check for damage to polyurethane or exposed wires
- Check for unusual noise, heat, vibration or wear patterns
- Clean excessive debris or fluid off coated steel belts
- Examine counterweight and compensation ropes, chains and fastenings
- Check counterweight frames, guides, and sheaves
- Adjust counterweight roller guides for proper tension and rail clearance
- Replace worn guide components as needed
- Lubricate counterweight safety linkage pivot points as needed
- Hoistway entrance door sill areas beyond the entrance frame opening will be cleaned
- List Exclusions (e.g.; Cab enclosure finishes, repairs, or replacement, Damage to hoistway door panels, door frames, and door sills, floor coverings inside the elevator cabs, Smoke and fire sensors, Air conditioning units, Buried or underground piping of any type or kind including, but not limited to, underground oil/feed line(s), hydraulic cylinders, pistons, and PVC or other cylinder lining(s) and others)

PRODUCT:

Respondent shall indicate, in this section, the following:

Which manufacturers, by make and model, they are able to repair, service, or replace. List these here:

I. ELEVATOR

Please provide a summary briefing of your product/service offerings and business philosophy. Please name the brands you service as well as any exclusions you have.

ThyssenKrupp Elevator is customer focused on the needs of our clients and strive to develop a long time partnership. Here at ThyssenKrupp Elevator we say, "We Engineer Confidence." We take this statement seriously. It means our 13,500 highly trained experts work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely.

As the largest producer of elevators in the Americas with over 200 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment.

Products and Service are offered in many different ways at ThyssenKrupp Elevator. We have technicians in the field trained for maintenance, modernization, testing and new installation of all types of vertical transportation including elevators, escalators, material lifts and moving walks.

Please see Appendix B-1 for a list of equipment that is not supported by ThyssenKrupp Elevator.

II. AIRPORT BRIDGE MAINTENANCE AND BAGGAGE HANDLING SYSTEMS

NOTE: It is not necessary to respond to the Elevator, Escalator, or Moving Walkway portion of this RFP to submit a response to this section

This contract also includes an alternative for preventative and complete maintenance service and repairs of equipment of mechanical systems of Airport Bridges (known as Passenger Loading Systems or Bridges) and Airport Baggage handling systems. The Responder(s) shall provide:

- All management, supervision, labor, materials, supplies, and repair parts, tools, and equipment
- Plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.
- These specifications are a statement of the minimum level of work and services that are to be provided under this contract.
- They are not intended to be, nor shall they be construed as, limiting specifications and measures which would be taken by a prudent building owner to maximize the life expectancy of the property.
- All mechanical, electrical, and utility systems in the building shall be operated at the highest level of efficiency compatible with any energy conservation requirements, and maintained at an acceptable level throughout the contract period. An acceptable level of maintenance is defined as the level of maintenance, which will preserve the equipment(s)' operating condition. This means keeping the equipment above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment.
- Perform maintenance and repairs in the manner, which preserves the equipment and machinery and assures it's most economical and efficient usefulness for an indefinite period.

- The contract is designed to cover the complete Baggage Handling System and Passenger Loading Bridge Maintenance effort in a manner to ensure beneficial and continued Airport operations.
- All work required for the proposed maintenance by this contract is intended to be within the scope of work except as may be otherwise specified.

Facilities, Equipment and systems to be operated, maintained and/or services to be performed under the Contract include but are not limited to:

The Passenger Loading Bridges

- Associated ground power units
- Potable water systems
- Preconditioned air units.

The Complete Baggage Handling System

- Inbound and outbound Baggage conveyers, carousels, and associated equipment.
- Baggage Security Doors,, Passenger Loading Bridges, Generators-400HZ System, Jet Power Systems, Potable Water, Lighting, Cable Retrievers
- Ramp scrubbing option
- Special projects related to the maintenance, repair, or upgrade to these systems
- New equipment may be added to standardize with existing systems (It is the intent to take corrective action as needed to ensure that the equipment and related systems covered in this contract are safe, in operation and do not disrupt Airport Operations).
- immediate emergency response service arising from unforeseen circumstances or conditions
- Personnel to operate a Service Call Desk twenty-four (24) hours a day, seven (7) days a week.
- Propose three options of maintaining these systems and what each one includes

Describe how your company will perform all duties within this contract so that it will not cause interference or Airport Operations.

Equipment Manufacturer and model not supported by ThyssenKrupp Elevator.

Note: The Majority of these units are no longer manufactured and have been replaced in a modernization program.

Appendix B-1

Gatekeeper Mfr Name	Fujitec	Hitachi	Hyundai	Mitsubishi
Mfr	Fujitec	Hitachi	Hyundai	Mitsubishi
	Millennium Traction	CX Escalator	Hyundai Escalator	2C-2BC
	Millennium Hydraulic	V Escalator		AC-E4LP
	Viridian			Diamond Trac MRL
	Generic Relay Escalator			Elenessa MRL (VFGL)
	PLC Escalator			GPH/IDH Hydraulic
	Royal SuperDyne			GPM-III
	Solid State Hydraulic			Series Z Escalator
	Talon MRL			Spiral Escalator
	Belta			VFDL / GPS-I
	Other			VFDLA / GPS-II
				VFEH
				VFEL / GPS-III
				VFGH
				VFGL / GPS-IV

Appendix G:
VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Suggested information relevant for purposes of evaluating responses to this RFP include but are not limited to:

Executive Summary

- Describe the product and/or service in an outline format
- Describe the value to participating agencies
- Describe the value to TCPN
- Describe how your company would market this product and/or service through this contract
- Provide an anticipated size of the market for this product and/or service in the public arena

Detail Description

- Where is the product manufactured?
- Any certifications provided?
- Where is the service performed?
- Who performs the service and what is their expertise?
- Is this a proprietary product and, if not, who is your competition? This is not a prpriotary product and similar products
- Provide references
- Provide case studies
- Provide any pricing that is different than the pricing in Appendix C in this solicitation. Pricing is dependent on location and will have to be surveyed by location.

Any Additional Information Relevant to the Additional Products and/or Services Offered in the RFP Response

Value Add #1 – New Installation

Summary:

- **Pricing control and quality equipment.**
- **Additional admin fees.**
- **All members will be notified of product availability.**

Detail Description:

- **Products are manufactured in Middleton, TN Facility.**
- **Units are certified by the local authority after installation.**
- **Installations are at the local customer site.**
- **Installations are performed by TKE employees, trained and certified by the IUEC.**
- **These products are not proprietary, competition is all major providers.**

Additional Information and Samples:

- **New Installation Agreement Sample**
- **New Installation Proposal Sample**
- **Battery Lowering Kit – Exhibit 1**
- **Car Doors – Exhibit 2**
- **SmartTech II – Exhibit 3**
- **Endura MRL Brochure – Exhibit 4 (New Install Only)**
- **Fire Service – Exhibit 5**
- **HD-LM Door Operator – Exhibit 6**
- **HLR 3 – Exhibit 7**
- **Microlight – Exhibit 8**
- **Car Top Rail Kit – Exhibit 9**
- **Power Units – Exhibit 10**
- **TAC 22 – Exhibit 11**
- **TAC 50 – Exhibit 12**

Elevator Installation Agreement (Sample)

SUBMITTED TO: [Customer Name]
[Street]
[City, State ZIP]
(Hereinafter Purchaser)

BY: **ThyssenKrupp Elevator**
[Street]
[City, State ZIP]
[Phone]

ThyssenKrupp Elevator is pleased to provide the following agreement for the elevator installation at:

LOCATION: [Building Name]
[Street]
[City, State ZIP]

DATE: [Date]

DESCRIPTION OF EQUIPMENT

TYPE OF EQUIPMENT:	One (1) ThyssenKrupp AMEE 21 Twinpost Telescopic Hydraulic Elevators
CONTROL:	TAC 20-03
CAPACITY:	2100 lbs.
SPEED:	80 FPM UP
OPERATION:	Simplex Selective Collective
TRAVEL:	16'-0" net travel
POWER SUPPLY:	460 V 3Ph 60Hz
MACHINE LOCATION:	Approximately 20' remote
OPENINGS:	Two (2) in line
HOISTWAY FRAMES & DOORS:	3'-0" x 7'-0" Side-opening doors and frames finished in baked enamel with aluminum sills and Microlight infrared door protection system.
CAR ENCLOSURE:	Standard ThyssenKrupp TKS cab interior with the following features: 1. Steel shell cab walls finished in baked enamel. 2. Standard fluorescent lighting above translucent panels and a baked enamel frame. 3. Baked enamel car door. 4. Brushed stainless steel fronts with aluminum sill. 5. 1 ½" cylindrical stainless steel handrail along rear wall. 6. Flooring by others. (see Job Clarifications below)
SIGNALS:	Traditional fixtures consisting of illuminating car and hall pushbuttons, emergency light, and car position indicator. Hall lanterns are located at each landing.
SPECIAL FEATURES:	Handicap features to meet current ANSI & ADA code requirements including: 1. ADA-compliant emergency telephone device. 2. Pit ladder 3. Solid state starting 4. Phase I and II Fire Service operation, per ANSI A17.1 (2004) 5. "In the event of fire…" emergency signage on all hall stations. 6. Fireman's phone jack at each car station. 7. Elevator equipment designed for Seismic Zone 2. 8. Independent service operation. 9. Hoistway access at top and bottom landing. 10. Hydro Safe biodegradable hydraulic oil.
MINIMUM HOISTWAY SIZE:	7'-4" wide x 5'-9" deep, with a 4'-0" pit depth, and 12'-8" overhead

SCOPE

This Agreement is intended to cover the complete furnishing and installation of:

Except as specified under "Work not included." All work shall be performed in a workmanlike manner and shall include all work and material as set forth in the drawings and as specified herein. In all cases where a component part of the equipment is herein referred to in the singular, it is intended that such reference shall apply to as many such components as are required to complete the installation.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable. Subsequent to the date of this Agreement, should changes be made in any code, or should rulings by any code enforcement authority extend the application of the code, the work and materials necessary to bring the installation into compliance with such changes shall be in addition to the contract price.

ALTERNATES:

[No alternates exist]

CLARIFICATIONS:

APPROXIMATE LEAD TIMES

Be advised of the following approximate lead-times associated with this project:

Preparation of layout drawings upon receipt of subcontract and plans: *(Additional Time Required for Cab, Signal, Entrance If Applicable)*	X weeks
Approval of layout drawings by purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, material release form and payment of pre-production invoices:	X weeks
Delivery of Equipment to distribution center or jobsite:	X weeks
Installation of elevator system: *(After receipt of plumb, dry hoist way, dried in machine room, 3 phase power and verification of all preparatory work by others)*	X weeks
Adjustment & Inspection (where applicable) from completion of ThyssenKrupp Elevator inspection checklist	X weeks

PRICE AND TERMS OF PAYMENT

ThyssenKrupp Elevator proposes to furnish and install the equipment specified in this proposal for the net sum of **($)**, payable as follows: This proposal is based on the following payment terms: Fifty percent (50%) of the contract price will be due and payable within 30 days from the receipt of the subcontract agreement. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and subcontract is fully ratified. Thirty Five percent (35%) shall be due and payable when the material has been received at the ThyssenKrupp Elevator warehouse. Receipt of payment is required prior to mobilization of labor. Fifteen percent (15%) shall be due and payable monthly as labor is performed. Final payment, including five percent (5%) retention and all change orders shall be paid prior to turnover of the equipment.

Purchaser acknowledges that the contract price is based upon labor and material prices projected to be in effect when the Purchaser has scheduled ThyssenKrupp Elevator to install the equipment as of the time of contracting. In the event the schedule changes or construction delays postpone installation and/or adjustment of the elevator for more than 45 (forty-five) days later than originally scheduled, the contract price shall be increased by the amount of any actual increase in ThyssenKrupp Elevator's material and/or labor costs resulting from the schedule change or delay. Changes in schedule must be agreed upon in writing by both parties prior to becoming effective.

In the event of any default or breach by Purchaser of any provision of this Agreement, the unpaid balance of the purchase price, less the cost of completing the work as estimated by ThyssenKrupp Elevator, shall immediately become payable irrespective of the acceptance by ThyssenKrupp Elevator of notes from Purchaser or extension of time for payment.

If there is more than one (1) unit in this contract, final payment shall be made separately as each unit is completed or turned over to Purchaser.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made by Purchaser as agreed upon, and satisfactory assurances are made by Purchaser that subsequent payments will be made as they become due. Non-payment by the Purchaser of any monies due and owing under this Agreement shall result in the accrual of interest on the delinquent monies at the maximum rate allowable by law in the state of acceptance.

ThyssenKrupp Elevator shall be provided with uninterrupted access to the elevator hoist way and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded. In the event that overtime, additional work outside of the scope of this agreement, or expedited work is required, it will be performed at the following rates and only after receipt of an executed Change Order:

SCOPE OF WORK	HOURLY RATE
Expedited installation hourly OT rate (up to 100 team hours):	
Hourly team rate for out-of-scope work during normal hours:	
Hourly team rate for out-of-scope work during normal hours:	
Hourly mechanic rate for out-of-scope work during normal hours:	
Hourly mechanic rate for out-of-scope work during OT hours:	

Team = One (1) mechanic and one (1) apprentice
Note: Rates are subject to change after December 31st, 2012

HOLE FOR JACK UNIT

When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator 's standard hourly rates, and the actual cost of any additional material plus 15%. A 32"x32" block-out, or as the block-out indicated on ThyssenKrupp Elevator layouts, in the pit floor shall be provided by the Purchaser. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig. Removal of all dirt and debris from each hole location shall be by others. Only ThyssenKrupp Elevator standard HDPE or PVC protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out shall be work by others. Methane barriers or coordination/access are not included and are to be engineered and installed by others. Access shall be provided at no cost to 2" pressurized water supply within 100'-0" of the jack hole location. Layout is to be by others when excavation of jack hole is from grade. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation. Purchaser agrees to provide a 4' x 4' opening in the elevator hoistway overhead as required by ThyssenKrupp Elevator.

MAINTENANCE SERVICE

ThyssenKrupp Elevator shall furnish maintenance service for the period of twelve (12) months on each elevator after the installation is completed and the elevator has been placed into operation. Maintenance includes call-backs during normal hours of regular working days (8:00am-4:30pm, M-F). Any overtime callbacks will be billed to the customer at ThyssenKrupp Elevator standard overtime service rates. Regular maintenance Service shall consist of periodically examining, lubricating,

adjusting and cleaning the elevator (s), and, in the sole opinion, if conditions warrant, repairing or replacing elevator components not excluded under this Agreement.

TEMPORARY SERVICE

There are no provisions for "temporary use" of the elevator(s) prior to completion and acceptance of the complete installation. Should Purchaser require use of any elevator(s) prior to completion and final acceptance, the Purchaser agrees to sign ThyssenKrupp Elevator's Construction Use Only Agreement, and be bound by the terms and conditions thereof. A copy of this Agreement will be furnished upon written request. Cost for temporary use of an elevator shall be $100per calendar day per hydraulic elevator and $200 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the rental use period will be billed at local billing rates. In the event that an elevator must be provided for temporary use, ThyssenKrupp Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to ThyssenKrupp Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish installation or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection will be determined on a project by project basis. These costs are based on work performed during normal working hours. Temporary use excludes improper vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included. All overtime premiums for repairs during the temporary use period will be billed at our local service billing rates.

ACCEPTANCE OF INSTALLATION

Upon notice from ThyssenKrupp Elevator that the installation of the elevator has been completed, Purchaser will arrange to have present at the installation site a person duly authorized to make the final inspection and to provide/execute a written final acceptance. The date and time that such person will be present at the site shall be as mutually agreed upon, but shall not be more than ten (10) business days after the date of ThyssenKrupp Elevator's notice of completion to Purchaser, unless both parties agree to a certain date thereafter. Such Final Inspection and Certificate of Acceptance shall not be unreasonably delayed or withheld. In the event the elevator fails inspection due to no fault of ThyssenKrupp Elevator, Purchaser agrees to reimburse ThyssenKrupp Elevator for any costs associated with additional inspections. We have included provisions for one elevator inspection. In the event that the elevator fails inspection due to work of other trades, ThyssenKrupp Elevator will be compensated by change order prior to scheduling a re-inspection. The cost of each re-inspection shall be $1500 plus a remobilization fee of $2500.

STORAGE

The Purchaser agrees to provide suitable tractor trailer access and roll-able access from the unloading area to the elevator or escalator hoistways / well ways. The Purchaser agrees to provide a dry and secure area adjacent to the hoist way(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local ThyssenKrupp Elevator warehouse. Any warranties provided by ThyssenKrupp Elevator for elevator equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by the Purchaser after initial delivery will be at the customer's expense. Purchaser will be required to sign off on the Material Release Form which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, ThyssenKrupp Elevator is authorized to warehouse the equipment at the ThyssenKrupp Elevator warehouse at Purchaser's risk and expense. Purchaser shall reimburse ThyssenKrupp Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $300 per week for each elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

DRAWINGS

ThyssenKrupp Elevator standard shop drawings, submittal package, standard owner's manuals and prints will be provided. Deferred approvals, not limited to DSA and OSHPD, are not included. Stamped calculations or details (by professional engineer) are not included.

PAINTING

All exposed metal work furnished by ThyssenKrupp Elevator, except as otherwise specified in writing, shall be properly painted after installation by ThyssenKrupp Elevator.

PERMITS, TAXES, AND LICENSES

All applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date of this proposal are included in the contract price. Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees, or other charges exacted from the Purchaser or the ThyssenKrupp Elevator by any law enacted after the date of this proposal. This proposal is made without regard to compliance with any special purchasing and/or manufacturing requirements including, but not limited to, Buy American, Buy America, U.S. Steel, Far Clauses, MBE, WBE, supplier requirements or any similar state or government procurements laws. Should any such requirements be applicable to this project, ThyssenKrupp Elevator reserves the right to modify and/or withdraw this proposal.

ACCEPTANCE OF PROPOSAL

Purchaser's acceptance of this Agreement and its approval by an executive officer of ThyssenKrupp Elevator will constitute exclusively and entirely the Agreement. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict. This proposal is hereby accepted in its entirety, and shall constitute the entire Agreement as contemplated by the Purchaser and ThyssenKrupp Elevator.

TITLE AND OWNERSHIP

ThyssenKrupp Elevator retains title to all equipment it supplies under this Agreement and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this Agreement, including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Agreement, ThyssenKrupp Elevator may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof, irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, and at ThyssenKrupp Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for ThyssenKrupp Elevator to file in public offices in order to perfect ThyssenKrupp Elevator's security interest in such equipment.

WARRANTY

ThyssenKrupp Elevator warrants the equipment installed pursuant to this Agreement against defects in materials and workmanship for a period of one year from the date of Final Acceptance. However, the warranty is contingent on the equipment being installed at the times proposed in this proposal. In the event that the job is delayed for a period greater than six months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no other warranties which extend beyond the description in this Agreement including any other warranties existing by operation of law. Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in this Agreement; nor will ThyssenKrupp Elevator correct, without charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond its control. In the event of a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice, and provided all payments due under the terms of this Agreement have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement.

ThyssenKrupp Elevator will not, under this warranty, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of equipment to which any revisions or alterations have been made by others. Any warranty provided by ThyssenKrupp Elevator will become null and void if the elevator equipment is tampered with, maintained, worked on or adjusted by any person(s) other than authorized ThyssenKrupp Elevator company personnel.

WORK NOT INCLUDED

Hoistway and Machine Room .....

OSHA compliant removable barricades are to be provided by others prior to installation ThyssenKrupp Elevator will replace if removed by ThyssenKrupp Elevator. Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Purchaser agrees to indemnify, defend and hold ThyssenKrupp Elevator harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards.

ThyssenKrupp Elevator shall be provided a dry legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder. This is to include the pit and overhead with ladder, steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing, as required; dewatering of pit(s) and required screening. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation. Hoist-way shall be square and plumb within 1" from top to bottom of the total hoistway height. If hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation. Purchaser must provide adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay. Provide 75 bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.

ThyssenKrupp Elevator shall be provided a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation sized per the ThyssenKrupp Elevator shop drawings. Machine room temperature to be maintained between 50 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing.

Maximum wall thickness for elevator door frame is 12.5". Purchaser must specify this thickness on the layout approvals. Elevator entrances shall not have exterior sun exposure. Custom "sun doors" are not provided.

All grouting, fire caulking, cutting and removal of walls and floors, patching, coring, penetrations and painting (except as specified) and removal of obstructions required for elevator work are by others. Proper trenching and backfilling for any underground piping and/or conduit are by others.

Any tube steel and/or rail backing, including embeds and weld plates, that may be required by ThyssenKrupp Elevator for rail bracket attachment or guide rail support is to be furnished and installed by others flush with the hoist way from pit floor to the top of the overhead to carry the loads of all equipment. Guide rails for traction elevators must attach to steel, CMU or concrete, not wood. Support the full width of the hoistway at each landing for anchoring or welding the ThyssenKrupp Elevator sill support shall be furnished and installed by others as detailed on the ThyssenKrupp Elevator layouts. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items shall be by others.

Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on ThyssenKrupp Elevator layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the ThyssenKrupp Elevator layouts. Beam pockets with bearing plates to support the loads of the overhead machine assembly on Synergy machine roomless applications shall be furnished and installed by others per the ThyssenKrupp Elevator layouts.

Rough openings for the entrances shall be no less than what is delineated on the elevator shop drawings. Purchaser to provide adequate bracing of entrance frames to prevent distortion during wall construction.

An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the ThyssenKrupp Elevator shop drawings prior to elevator installation.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground. For a Synergy machine room-less installation, the top of the hoist way shall not be installed until after the hoist machines can be set in place with a crane. For a traditional overhead traction installation, the top of the machine room shall not be installed until after the hoist machines can be set in place with a crane. Access for this installation shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided at no additional cost.

For Synergy machine room-less applications, Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.

Electrical

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per NEC will be supplied by others prior to installation and will have the same characteristics as permanent power. Piping & wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls is by others. (Per N.E.C. Articles 620-22 and 620-51) will also be provided by others. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical Purchaser if required. Any required hoistway, machine room, pit lighting and/or 110v service outlets shall be by others. Temporary 220v single phase (50 amps) within 50 feet of each hoist way shall be provided by others.

The Purchaser will provide a temporary 220 VAC - 30 amps single phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others. Remote panels required by local jurisdictions are not included.

Sprinklers, smoke/heat detectors on each floor, machine room and hoistways, shunt trip devices (not self-resetting) and access panels as may be required are to be furnished and installed by others.

Purchaser shall provide a dedicated telephone line monitored 24 hours, as well as normally open dry contacts for smoke/heat sensors which shall be terminated by others at a properly marked terminal in the elevator controller. One additional telephone line per group of elevators for diagnostic capability wired to designated controller shall be provided by others.

Emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to designated elevator controller shall be provided by others. Electrical cross connections between machine rooms for emergency power are to be provided by others.

Any governmentally required safety provisions not directly involved for elevator installation shall be provided by others.

Elevator Cab

The cab floor shall have a 3/8" recess and 50 lb. weight allowance for finish flooring furnished and installed by others.

SHARED RESPONSIBILITIES

Purchaser agrees to fully and completely defend, indemnify and hold harmless ThyssenKrupp Elevator from any and all claims and lawsuits (whether same is for personal injury, property damage or death of any person) asserted against ThyssenKrupp Elevator which allege to have a factual or legal basis in the services contemplated by this contract; regardless of whether such actions arise from the use, operation, repair, installation, or condition of the equipment which is the subject of this contract or its machine room(s), hatchway(s), or component part(s). Purchaser understands and agrees that its obligation to defend, indemnify and hold harmless exist regardless of whether it is alleged or proved that ThyssenKrupp Elevator is jointly or solely liable under theory of legal fault, including, but not limited to negligence, gross negligence, strict liability, strict product liability, breach of warranty (whether expressed or implied) or breach of contract. Purchaser recognizes its obligation under this clause includes payment of all attorney's fees, costs of court and other expenses of litigation incurred by ThyssenKrupp Elevator, together with any and all damages (including punitive damages to the extent allowed by law) awarded by court, jury or other competent authority, judgments, settlements, appeal bonds necessary to suspend judgment pending appeal, interest (pre-judgment and post-judgment) and attorney's fees awarded to an adverse party arising out of such claims or lawsuits. This indemnification obligation is the broadest allowed by law.

Purchaser expressly agree to name ThyssenKrupp Elevator as an additional insured in its liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator for those claims or losses referenced in the above paragraph. You hereby waive the right of subrogation.

ThyssenKrupp Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent

damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

SPECIAL CONDITIONS

1. ThyssenKrupp Elevator's performance under this Agreement is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Agreement or the manufacture, delivery or installation of the equipment.
2. It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue work in the building whenever, in our sole opinion, this provision is being violated.
3. All work is to be performed during ThyssenKrupp Elevator's regular working hours/regular working days unless otherwise specified and agreed to in writing by both ThyssenKrupp Elevator and Purchaser.
4. Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage shall be furnished to Purchaser upon request.
5. Should loss of or damage to our material, tools or work occur at the installation site, Purchaser shall compensate ThyssenKrupp Elevator for such loss, unless such loss or damage results from ThyssenKrupp Elevator's own acts or omissions.
6. If ThyssenKrupp Elevator submits any drawings, illustrations or descriptive matter with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
7. In the event ThyssenKrupp Elevator engages a third party to enforce and collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Agreement to be in the county where the work covered by this Agreement is located.
8. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.
9. ThyssenKrupp Elevator's participation in controlled insurance programs is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits, if applicable, will be provided at that time.
10. In no event shall ThyssenKrupp Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages.
11. Dumpsters shall be provided by others at no cost to ThyssenKrupp Elevator for removal of elevator packaging material. Should dumpsters not be provided, disposal of packaging materials shall be by others. Composite cleanup participation is not included.
12. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400 In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
13. On-site parking will be provided at no additional cost.
14. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features by ThyssenKrupp Elevator in lieu of any maintenance training required in the bid specifications.
15. Purchaser agrees to accept ThyssenKrupp Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

The rights of ThyssenKrupp Elevator under this Agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Agreement.

ACCEPTED:

[Purchasing Company Name]

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

ThyssenKrupp Elevator Corporation
[Street Address]
[City, ST ZIP]

By:_____
(Signature of TKE Representative)

[Name of ThyssenKrupp Elevator Rep]
[Phone Number]

Date: _____

Approved by: _____

Title: [Manager's title] Date: _____

New Installation Proposal

January 4, 2015

Purchaser:	Purchaser Name	Project Name:	Project Name
Address:	Purchaser Address	Project Address:	Project Address
City/State/Zip:	Purchaser City/State/Zip	City/State/Zip:	Project City/State/Zip

On behalf of ThyssenKrupp Elevator (hereinafter "TKE"), I am pleased to quote **$Dollar Amount** sales tax included and bond not included, to furnish and install one (1) ThyssenKrupp Passenger Elevator at the aforementioned location. This quote is valid for 45 Days, and is based on the general intent of the bid letter, plans, specifications, addenda #, clarifications, exceptions, and provided durations. Project completion must occur on or before 12/31/2013, or the labor and material contained in this proposal will be subject to escalation.

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

1. Enter VE or state 'None at this time'

CLARIFICATIONS TO ARCHITECTURAL PLANS DATED AND SPECIFICATION SECTION

1. Enter Clarifications

TKE can proceed with preparation of layout drawings for review and approval with receipt of one (1) full set of plans and specifications, a copy of the preliminary schedule, and the Subcontract Agreement. We will require receipt of a fully executed subcontract agreement, including any attached amendments, along with payment for pre-production and engineering prior to the release of the elevator equipment for fabrication. An invoice representing pre-production and engineering costs will be provided for your convenience upon acceptance of this proposal.

If you have any questions or concerns, please do not hesitate to contact me at Phone Number. We appreciate your consideration.

Sincerely,

[Enter Your Name]

New Installation Sales Representative
c/o ThyssenKrupp Elevator
Branch Street
Branch City/State/Zip
Phone Number
Email Address

THYSSENKRUPP ELEVATOR SPECIFICATION SUMMARY

Project: Click here to enter text.

Units in Estimate:	Click here to enter text.
Units in Bank:	Click here to enter text.
Product:	Choose an item.
Series:	Choose an item.
Application:	Choose an item.
Loading Class:	Choose an item.
Capacity:	Choose an item. lbs.
Speed:	Choose an item. FPM
Travel:	## ft ## in
Future Travel:	## ft ## in
Stops:	## (## front, ## rear)
Doors:	Choose an item.
Power Supply:	Choose an item. Volts, 60 Hz
HP:	Choose an item.

Opening Size:	Choose an item.
Clear Ceiling Height:	Choose an item.
Clear Inside Cab Width:	Choose an item.
Clear Inside Cab Depth:	Choose an item.
Hoistway Width:	Choose an item.
Hoistway Depth:	Choose an item.
Pit Depth:	Choose an item.
Overhead:	Choose an item.
Machine Room Location:	Choose an item.
Controller:	Choose an item.
Emergency Power:	Choose an item.
Jack Type:	Choose an item.
Seismic Equipment:	Choose an item.

Cab

Cab Type:	Choose an item.
Panel Type:	Choose an item.
Panel or Wall Finish:	Choose an item.
Cab Base:	Choose an item.
Base Frieze, Reveal:	Choose an item.
Front Return, Transom:	Choose an item.
Cab Doors:	Choose an item.
Canopy:	Choose an item.
Ceiling:	Choose an item.
Ceiling Finish:	Choose an item.
Lighting:	Choose an item.
Cab Sill:	Choose an item.
Handrail Type:	Choose an item.
Handrail Finish:	Choose an item.
Handrail Location:	Choose an item.
Handrail Row Quantity:	Choose an item.
Protective Pads:	Choose an item.
Cab Finished Floor:	Choose an item.

Car Fixtures

Type: Choose an item.
Finish: Choose an item.
Fixtures Included: Choose an item., Car Position Indicator, Choose an item.

Hall Fixtures

Type: Choose an item.
Finish: Choose an item.
Fixtures Included: Hall Stations, Choose an item., Choose an item.

Limited Access Provisions

Type: Choose an item.

Entrance Doors

Choose an item.

Entrance Frames

Choose an item.

Entrance Sills

Choose an item.

New Product Service

Choose an item. months; 24 hour service available, Overtime call-backs are Choose an item.

Additional Features: Two Speed Fan, Automatic Fan/Light Shutdown, Vista Remote Monitoring, Fire Service Provisions, Hoistway Access at Top & Bottom Landings, ADA Phone, Non-Proprietary Controller, Solid State Starting, Biodegradable Oil, Pit Ladder

GENERAL TERMS AND CONDITIONS

1. Project schedule shall be mutually agreed upon by both parties in writing before becoming effective.

2. This proposal is based on the following payment terms:
   a. Forty percent (40%) of the contract price will be due and payable within thirty (30) days from the receipt of the subcontract agreement. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and subcontract is fully ratified.
   b. An additional twenty five percent (25%) shall be due and payable when the material has been received at the TKE warehouse. Receipt of payment is required prior to mobilization of labor.
   c. ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed pursuant to this agreement until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full contract amount including change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.
3. In no event shall TKE be responsible for consequential, indirect, incidental, exemplary, and special damages.
4. Should liquidated damages be mutually agreed upon, a TKE schedule will be incorporated as an exhibit of the contract which will specify Purchaser milestones and a TKE work schedule. In no event shall TKE's liability for damages arising out of this agreement exceed 5% of the agreement amount.
5. Overtime/additional / expedited work will be performed at the following rates and only after receipt of an executed Change Order:

Note: Rates are subject to change after 12/31/2013

Scope of Work	Hourly Rate
Expedited Installation Hourly OT Rate (Up to 100 Team* Hours):	$190/Team Hour
Hourly Team Rate for Out-of-Scope Work during Normal Hours:	$224/Team Hour
Hourly Team Rate for Out-of-Scope Work during OT Hours:	$404/Team Hour
Hourly Mechanic Rate for Out-of-Scope Work Normal Hours:	$116/Man Hour
Hourly Mechanic Rate for Out-of-Scope Work OT Hours:	$216/Man Hour

** Team = one (1) mechanic and one (1) apprentice*

Be advised of the following approximate lead-times in effect as of the date of this proposal.

Preparation of layout drawings upon receipt of subcontract and plans: *(Additional Time Required for Cab, Signal, Entrance If Applicable)*	## Weeks
Approval of layout drawings by purchaser:	Varies
Fabrication time: *(From receipt of all approvals, fully executed contract, material release form and PPE payment)*	## Weeks
Installation of elevator system: *(After completion of all required preparatory work by others)*	## Weeks

WORK NOT INCLUDED

TKE shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work between regular IUEC working hours of regular working days, Monday thru Friday, statutory holidays excluded.

The Purchaser agrees to provide suitable tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways. The Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TKE warehouse. Any warranties provided by TKE for elevator equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by the Purchaser after initial delivery will be at the customer's expense.

Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate some local point where Purchaser will accept delivery. If Purchaser fails to make a location available, TKE is authorized to warehouse the equipment at the TKE warehouse at Purchaser's risk and expense. Purchaser shall reimburse TKE for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of $100.00 per calendar day for each elevator, which covers storage and insurance of the elevator equipment and is payable prior to delivery.

We have included provisions for one elevator inspection. In the event that the elevator fails inspection due to work of other trades, TKE will be compensated by change order prior to scheduling a re-inspection. The cost of each re-inspection shall be $1,500.00 plus a remobilization fee of $2,500.00.

TKE includes one mobilization to the jobsite. A mobilization fee of $2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TKE work has commenced.

Access for this installation shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided at no additional cost.

TKE will be responsible for cleanup of elevator packaging material; however, composite cleanup participation is not included.

Unless required by specification, there are no provisions for "temporary use" of the elevator(s) prior to completion and acceptance of the complete installation. Temporary use shall be agreed to in accordance with the standard TKE Temporary Use Agreement. Cost for temporary use of an elevator shall be $50.00 per calendar day per hydraulic elevator and $75.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the rental use period will be billed at local billing rates. In the event that an elevator must be provided for temporary use, TKE will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TKE with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish installation or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is $3,500.00 per elevator up to 10 floors. For installations above 10 stops, an additional cost of $1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included. All overtime premiums for repairs during the temporary use period will be billed at our local service billing rates.

OSHA compliant removable barricades are to be provided by others prior to installation (TKE will replace if removed by TKE). Barricades must allow clearance for installation of entrance frames and should be located no less than 24" from the exterior face of the hoistway wall. Purchaser agrees to indemnify, defend and hold TKE harmless for any OSHA citations received as a result of Purchaser's non-compliance with OSHA standards. For MRL building supported applications and overhead traction applications, an OSHA approved work platform at the top landing served will be required.

TKE shall be provided a dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing, as required; dewatering of pit(s) and required screening. An OSHA compliant steel safety beam with a minimum 5,000 pound capacity must be furnished and installed by others 2" below the overhead roof deck as shown on the TKE shop drawings prior to elevator installation. Hoist-way shall be square and plumb within 1" from top to bottom of the total hoistway height. If hoistway is outside of this required tolerance, Purchaser shall pay extra for any additional modifications required for a proper installation. Purchaser must provide adequate backing for the elevator guide rails (as shown on the elevator shop drawings). If not, Purchaser will be subject to extra charges due to any additional work required or delay. Provide 75 degree bevel guards on all projections, recesses or setbacks in excess of 4" in accordance with ASME A17.1.

TKE shall be provided a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation sized per the TKE shop drawings. Machine room temperature to be maintained between 50 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing.

Maximum wall thickness for elevator doorframe is 12.5". Purchaser must specify this thickness on the layout approvals.

All grouting, fire caulking, cutting and removal of walls and floors, patching, coring, penetrations and painting (except as specified) and removal of obstructions required for elevator work are by others. Proper trenching and backfilling for any underground piping and/or conduit are by others.

Any tube steel and/or rail backing, including embeds and weld plates, that may be required by TKE for rail bracket attachment or guide rail support is to be furnished and installed by others flush with the hoistway from pit floor to the top of the overhead to carry the loads of all equipment. Guide rails for traction elevators must attach to steel, CMU or concrete, not wood. Support the full width of the hoistway at each landing for anchoring or welding the TKE sill support shall be furnished and installed by others as detailed on the TKE layouts. Structural steel doorframes with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting these items shall be by others.

Rough openings for the entrances shall be no less than what is delineated on the elevator shop drawings. Purchaser to provide adequate bracing of entrance frames to prevent distortion during wall construction.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per NEC will be supplied by others prior to installation and will have the same characteristics as permanent power. Piping & wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls is by others. (Per N.E.C. Articles 620-22 and 620-51) will also be provided by others. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by others if required. Any required hoistway, machine room, pit lighting and/or 110v service outlets shall be by others. Temporary 220v single phase (50 amps) within 50 feet of each hoistway shall be provided by others.

Purchaser agrees to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground.

Conduit and wiring for remote panels to the elevator machine room(s) and between panels shall be by others. Remote panels required by local jurisdictions are not included.

Sprinklers, smoke/heat detectors on each floor, machine room and hoistways, shunt trip devices (not self-resetting) and access panels as may be required are to be furnished and installed by others.

Purchaser shall provide a dedicated telephone line monitored 24 hours, as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by others at a properly marked terminal in the elevator controller.

Emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to designated elevator controller shall be provided by others. Electrical cross connections between machine rooms for emergency power are to be provided by others.

Any governmentally required safety provisions not directly involved for elevator installation shall be provided by others.

The cab floor shall have a 3/8" recess and 50 lb. weight allowance for finish flooring furnished and installed by others.

Conventional Hydraulics Only

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed, including hydraulic cylinders to be placed in the ground.

When required, the excavation of the elevator cylinder well hole will be based on drilling through soil free from rock, sand, water, building construction members and obstructions. A 32" x 32" block-out, or as the block-out indicated on TKE layouts, in the pit floor shall be provided by the Purchaser. Adequate ingress and egress, including ramping, shall be provided for a truck-mounted drill rig. Removal of all dirt and debris from each hole location shall be by others. Only TKE standard HDPE or PVC protection system with bottomless corrugated steel casing will be provided for "in-ground" hydraulic jack assemblies. Should obstructions be encountered, TKE will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TKE's standard hourly rates, and the actual cost of any additional material plus 15%. Any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out shall be work by others. Methane barriers or coordination/access are not included and are to be engineered and installed by others. Access shall be provided at no cost to 2" pressurized water supply within 100'-0" of the jack hole location. Layout is to be by others when excavation of jack hole is from grade.

Purchaser agrees to provide a 4' x 4' opening in the elevator hoistway overhead as required by TKE.

Machine Roomless Applications Only

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a synergy machine room-less installation, the top of the hoistway shall not be installed until after the hoist machines can be set in place with a crane.

For synergy machine room-less applications, Purchaser shall provide TKE installation crew a work platform in the hoistway at the top landing. The platform shall be constructed to the specification provided to the Purchaser by TKE.

Beam pockets with bearing plates to support the loads of the overhead machine assembly on synergy machine room-less applications shall be furnished and installed by others per the TKE layouts.

The Purchaser will provide a temporary 220 VAC - 30 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

Traditional Traction Elevators Only

Basement/adjacent traction machines shall be supported by structural foundations with embedded machine bolts as shown on TKE layouts. Overhead traction machines shall be supported by structural machine room floors with steel embed plates furnished and installed by others as shown on the TKE layouts.

Purchaser agrees to provide at no cost a crane to hoist elevator equipment as needed. For a traditional overhead traction installation, the top of the machine room shall not be installed until after the hoist machines can be set in place with a crane.

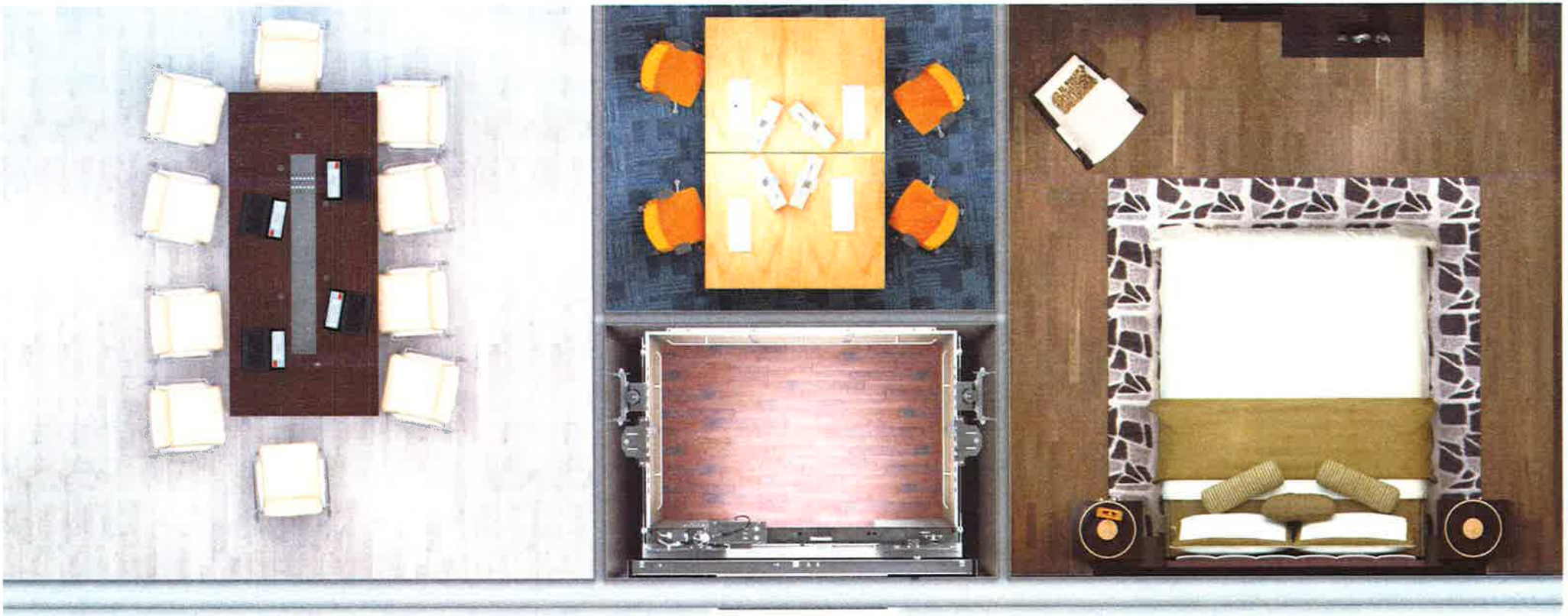
The Purchaser will provide a temporary 220 VAC - 30 amps single-phase terminal with disconnect for each traction elevator in the machine room(s) at the start of the job for temporary operation of work platform.

ENGINEERING CONFIDENCE.

enduraMRL

ThyssenKrupp

ThyssenKrupp Elevator Americas



ENGINEERING SIMPLIFIED.

The new **endura MRL** combines the no-nonsense functionality of hydraulics and a truly machine room-less design — perfect for low-rise buildings. Now you really can maximize building space while keeping construction coordination and costs low. Fewer moving parts and the uncomplicated design provide dependable, capable equipment that isn't over engineered for buildings with just a few floors. And the cost to maintain the **endura MRL** is significantly lower than the cost of maintaining more complex low-rise MRL traction elevators.

So simplify, because why buy more than you need?

SIMPLY MORE SPACE

The **endura MRL** allows architects to incorporate elevators into their design without worrying about a machine room, controller access or weight and capacity restrictions. The pump unit is located in the elevator pit. And since the controller is cleverly located in the elevator door jamb, you don't have to reserve space for access to it either. Now, you really do have more space to work with.

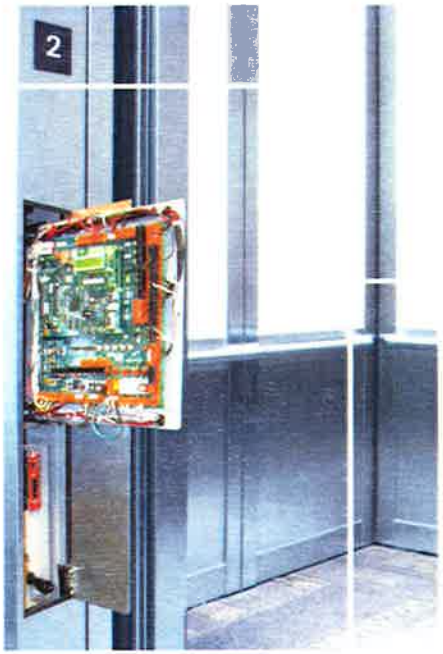
The **endura MRL** uses little electricity, has a small lifetime environmental impact and virtually eliminates the use of petroleum by using enviromax™ the industry's first performance improving vegetable-based hydraulic fluid. LED lighting is standard, which drastically increases lighting lifespan, is mercury-free and offers a heat-free solution. Since the cab is from ThyssenKrupp Elevator, you will benefit from the industry's only UL validated 01350 CA compliant low-emitting interiors. So VOC (volatile organic compound) emissions are one less thing to worry about.

Hydraulic elevators offer an efficient way to move heavier loads, so you aren't limited to lightweight finish options that restrict your interior cab design.

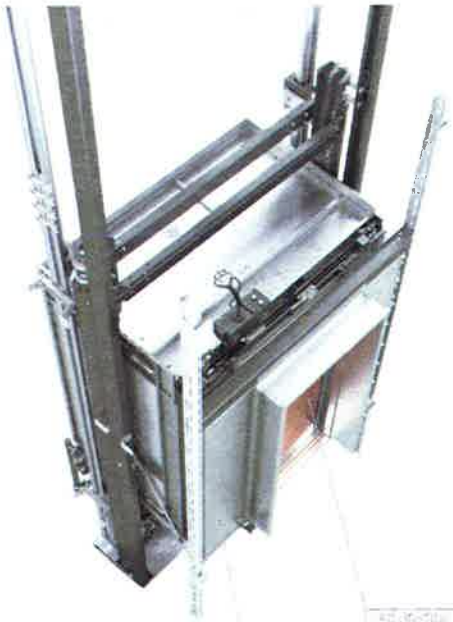
IT SIMPLY FITS

General contractors can spend fewer hours thinking about the elevator because there is less to build and manage. Choose the **endura MRL** and you can eliminate framing, electrical and HVAC, fireproof doors, as well as the locks and signage required for typical machine rooms or controller closets. You can also eliminate the coordination effort, time and cost.

The **endura MRL** has been designed so you can simplify. You no longer have to provide disconnects, wiring chases or assign coordination and installation tasks to partnering trades. Permanent power and a hoistway is all you need, and we do the rest. It simply fits.



The pump unit is in the pit, sealed with a hardtop and sound deadening material to ensure a quiet ride. It also features a new electronic valve. The valve is virtually adjustment-free, which allows for improved leveling accuracy.



SIMPLY SPEND LESS

For the building owner, the **endura MRL** has fewer moving parts and an uncomplicated design which means maintenance costs are less than a low-rise MRL traction elevator — significantly less. An electronic valve makes floor leveling adjustments automatically, decreasing unexpected service visits. Battery-lowering operation is included to ensure your tenants don't get trapped in case of a power failure. There's also no machine room, so you don't spend money to heat or cool a room you can't lease.

The **endura MRL** uses enviromax, formulated from materials that have minimal effects on the environment. It is a canola-based hydraulic fluid that is readily biodegradable and rapidly renewable. Grown, harvested and processed in North America, you now have an environmentally sound elevator that is 95% petroleum-free. And it gets the job done without having to pay for an over complicated product that has no benefit to your tenants.

The linear door operator has fewer parts, increases reliability and reduces maintenance costs.

LIFE CYCLE COSTS ARE SIMPLY CLEAR

We've done the homework so you can make an educated decision about purchasing the right low-rise elevator. Our Life Cycle Analysis (LCA) and Costing (LCC) research make the long-term cost and environmental impacts of low-rise elevators transparent. Each elevator type listed below is a three-stop, 2,500 lb. capacity unit with the same interiors and settings. Total cost reflects 25 years of elevator life.

enduraMRL

INITIAL COST	BUILDING COST	MAINTENANCE COST	TOTAL COST
$74,000	$0	$91,856	$165,856

TRACTION MRL

INITIAL COST	BUILDING COST	MAINTENANCE COST	TOTAL COST
$90,000	$2,500	$173,379	$265,879

MACHINE ROOM HYDRAULIC

INITIAL COST	BUILDING COST	MAINTENANCE COST	TOTAL COST
$69,000	$6,700	$91,856	$167,556

When it comes to energy we understand the importance of using less. Based on national averages and industry operating use standards, the annual energy consumption of a traction unit is approximately $350 versus $500 for a like hydraulic unit.

1 Cost includes controller closet construction and electrical disconnect
2 Cost includes machine room construction and electrical disconnect

Health Product DECLARATION

ThyssenKrupp Elevator is the only elevator manufacturer to offer Health Product Declarations (HPDs), which show product ingredients and associated health information.

ThyssenKrupp Elevator Locations

UNITED STATES OFFICES

Alabama
Birmingham 205-945-0062

Alaska
Anchorage 907-522-3002

Arizona
Phoenix 602-257-0216
Tucson 520-622-2452

Arkansas
Little Rock 501-407-9030

California
Anaheim 714-939-0888
Fresno 559-271-1238
Hayward 510-476-1900
Los Angeles 323-278-9888
Sacramento 916-376-8700
San Diego 619-596-7220
San Francisco 415-544-8150
San Jose 408-392-0910
Santa Barbara 805-967-0131

Colorado
Col. Springs 719-548-0211
Denver 303-318-9700
Eagle 970-328-5955
Fort Collins 970-221-1744

Connecticut
New Haven 860-828-6672

Florida
Ft Lauderdale 954-971-6500
Ft. Myers 239-334-2511
Gainesville 352-376-2241
Jacksonville 904-260-4656
Miami 305-592-7722
Orlando 407-425-3496
Pensacola/ Mobile Area 850-477-0015
West Palm Beach 561-642-5761
Sarasota/ Bradenton 941-753-4787
Tallahassee 850-576-0161
Tampa 813-287-1744
Vero Beach 772-567-0001

Georgia
Atlanta 770-916-0555
Macon 478-475-5438
Marietta 770-916-0555
Savannah 912-354-8800

Hawaii
Honolulu 808-834-6300

Idaho
Boise 208-658-0000

Illinois
Chicago 630-652-4000
Peoria 309-691-2596

Indiana
Evansville 812-475-9419
Indianapolis 317-595-1125

Kansas
Kansas City 913-888-8046
Wichita 316-529-2233

Kentucky
Lexington 859-252-0386
Louisville 502-266-6014

Louisiana
Baton Rouge 225-928-1120
New Orleans 504-733-6141

Maine
Brewer 207-989-3255

Maryland
Baltimore 410-636-3280
College Park 301-345-6400
Hagerstown 301-739-1314
Ocean City 410-520-0022

Massachusetts
Boston 617-547-9000

Michigan
Grand Rapids 616-942-4710
Detroit 734-953-3734

Minnesota
Duluth 218-624-5566
Minneapolis 612-588-7844

Mississippi
Jackson 601-922-9400

Missouri
Springfield 417-581-9466
St. Louis 314-991-0800

Montana
Bozeman 406-587-3895

Nevada
Las Vegas 702-262-6775
Reno 775-329-0400

New Jersey
Atlantic City 609-567-2333
Cranford 908-497-9297

New Mexico
Albuquerque 505-856-5800

New York
Buffalo 716-681-7900
Elmsford 914-347-3450
Long Island 631-491-3111
Manhattan 212-947-8800
Rochester 585-359-9290
Syracuse 315-437-7541

North Carolina
Charlotte 704-529-1000
Greensboro 336-272-4563
Raleigh 919-851-8557

North Dakota
Fargo 701-232-2673

Ohio
Cincinnati 513-241-6000
Cleveland 440-717-0080
Columbus 614-895-8930
Toledo 419-666-3304

Oklahoma
Okla. City 405-949-1916
Tulsa 918-665-2040

Oregon
Eugene 541-683-7848
Portland 503-255-0079

Pennsylvania
Allentown 610-366-0161
King of Prussia 609-567-2333
Philadelphia 215-405-2340
Pittsburgh 412-367-7500
York 717-767-5600

Puerto Rico
Puerto Rico 787-708-5605

Rhode Island
Providence 866-989-3555

South Carolina
Columbia 803-798-3895
Greenville 864-675-0096
Myrtle Beach 843-448-2016

South Dakota
Sioux Falls 605-332-4950

Tennessee
Chattanooga 423-499-2216
Knoxville 865-588-8517
Memphis 901-377-1993

Texas
Austin 512-447-9511
Corpus Christi 361-299-0033
Dallas Central 972-785-0505
Dallas Downtown 214-303-1389
El Paso 915-595-0171
Ft. Worth 817-922-9590
Houston 713-849-2191
Houston Downtown 713-654-7700
Midland 432-683-1488
San Antonio 210-495-8585
Temple 254-778-3741
Tyler 903-533-8844

Utah
Salt Lake City 801-908-7433

Virginia
Newington 571-642-0530
Norfolk 757-547-9025
Richmond 804-355-9792
Roanoke 540-563-5700

Washington
Everett 425-438-0309
Seattle 425-702-1200
Spokane 509-533-2701
Tacoma 253-566-1751

West Virginia
Charleston 304-342-8115

For a complete list of all the state licensing contractor numbers, please visit www.thyssenkruppelevator.com

CANADA OFFICES

Alberta
Calgary 403-259-4183
Edmonton 780-488-0976

British Columbia
Kelowna 250-763-2804
Vancouver 604-294-2209
Victoria 250-474-1150

Manitoba
Winnipeg 204-697-0700

New Brunswick
Saint John 506-634-1063
Moncton 506-855-3357

Newfoundland
St. John's 709-739-4038

Nova Scotia
Halifax 902-454-2456

Ontario
Hamilton 905-385-1785
Kingston 613-542-2904
London 519-652-0800
Mississauga 905-602-6232
North York 416-496-6000
Ottawa 613-731-0810
Scarborough 416-291-2000
Sudbury 705-673-4702
Toronto 416-599-2002
Whitby 905-579-0471

Quebec
Montreal 514-631-6776
Quebec City 418-682-1214
Repentigny 450-582-8922

Saskatchewan
Regina 306-352-8608
Saskatoon 306-242-6467

ThyssenKrupp Elevator
2600 Network Blvd., Ste. 450, Frisco, TX 75034
Phone (877) 230-0303
thyssenkruppelevator.com | version 01.14

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For more information please visit
enduraMRL.com

Value Add #2 – Modernization

Summary:

- **Pricing control and quality equipment.**
- **Additional admin fees.**
- **All members will be notified of product availability.**

Detail Description:

- **Products are manufactured in Middleton, TN Facility.**
- **Units are certified by the local authority after modernization.**
- **Modernizations are at the local customer site.**
- **Modernizations are performed by TKE employees, trained and certified by the IUEC.**
- **These products are not proprietary, competition is all major providers.**

Additional Information and Samples:

- **Modernization Agreement Sample**
- **Battery Lowering Kit – Exhibit 1**
- **Car Doors – Exhibit 2**
- **SmartTech II – Exhibit 3**
- **Fire Service – Exhibit 5**
- **HD-LM Door Operator – Exhibit 6**
- **HLR 3 – Exhibit 7**
- **Microlight – Exhibit 8**
- **Car Top Rail Kit – Exhibit 9**
- **Power Units – Exhibit 10**
- **TAC 22 – Exhibit 11**
- **TAC 50 – Exhibit 12**
- **Door Restrictors – Exhibit 18**

Modernization Proposal

January 28, 2013

Purchaser:	Purchaser Company Name	Project Location:	[Enter Building Name]
Address:	[Enter Street Address]	Project Address:	[Enter Street Address]
City/State/Zip:	[Enter City, State Zip]	City/State/Zip:	[Enter City, State Zip]

On behalf of ThyssenKrupp Elevator, I am pleased to quote **$0.00** (sales tax included) to perform certain work to modernize elevators 1 - 4 at the above referenced location as described in this multi-page proposal (the "Proposal"). This Proposal is valid for 45 days.

If you have any questions or concerns, please do not hesitate to contact me at (000) 000-0000. We appreciate your consideration.

Sincerely,

Enter Your Name
Modernization Sales Representative
c/o ThyssenKrupp Elevator
Street Address
City, State & Zip
firstname.lastname@thyssenkrupp.com

SCOPE OF WORK

	TRACTION ELEVATOR(S) X-X	TRACTION ELEVATOR(S) X-X
Machine	Reuse Existing Geared Machine	Reuse Existing Geared Machine
Hoist Motor	Reuse Existing Motor	Reuse Existing Motor
Deflector Sheave	Reuse Existing	Reuse Existing
Control System	New TAC 50-04 Microprocessor Controller	New TAC 50-04 Microprocessor Controller
Destination Dispatch	N/A	N/A
Selector System	New Position Transducer/Limit Switches	New Position Transducer/Limit Switches
Drive System	New VVVF Regenerative Drive	New VVVF Regenerative Drive
Governor	Refurbish Existing	Refurbish Existing
Hoist & Governor Cables	Reuse Existing Cables	Reuse Existing Cables
Traveling Cables & Wiring	New Traveling Cable & Hoistway Wiring	New Traveling Cable & Hoistway Wiring
Car Frame	Reuse Existing	Reuse Existing
Car Platform	Reuse Existing	Reuse Existing
Car Guide Shoes	Reuse Existing	Reuse Existing
Safety	Reuse Existing	Reuse Existing
Counterweight Frame	Reuse Existing	Reuse Existing
Counterweight Guide Shoes	Reuse Existing	Reuse Existing
Guide Rails	Reuse Existing	Reuse Existing
Buffers	Reuse Existing	Reuse Existing
Entrance Frames	Reuse Existing	Reuse Existing
Entrance Door Panels	Reuse Existing	Reuse Existing
Hoistway Sills	Reuse Existing	Reuse Existing
Door Operator	Reuse Existing	Reuse Existing
Car Door Panel	Reuse Existing	Reuse Existing
Car Sill	Reuse Existing	Reuse Existing
Door Detectors	Reuse Existing	Reuse Existing
Car Enclosure	Reuse Existing	Reuse Existing
Flooring	Reuse Existing	Reuse Existing
Signals	Reuse Existing	Reuse Existing
Pit Ladder	Reuse Existing	Reuse Existing
LEED / Green Project	No	No
Special Features		

***ThyssenKrupp Elevator's Standard Cabs have been tested by UL to meet California's strictest indoor air quality standards CA01350. This standard is required by many other jurisdictions to prove the health of indoor air quality.

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such

changes shall be performed at an additional cost to Purchaser based on ThyssenKrupp Elevator's standard billing rates as posted in its local office.

It is solely the Purchaser's responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

OUR PRODUCTS AND THE ENVIRONMENT

ThyssenKrupp elevator products are designed for efficiency and productivity. And, by truly understanding your needs and by incorporating innovative technology, we're able to offer elevators that are not only more productive and more efficient; they also demonstrate a deep respect for the environment. ThyssenKrupp elevator endeavors to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) are available for review at your request.

VALUE ENGINEERING OPPORTUNITIES & ALTERNATES

1.	Sample Text	Initial to Accept _____
2.	Sample Text	Initial to Accept _____
3.	Sample Text	Initial to Accept _____
4.	Sample Text	Initial to Accept _____
5.	Sample Text	Initial to Accept _____
6.	Sample Text	Initial to Accept _____
7.	Sample Text	Initial to Accept _____

JOBSITE SPECIFIC CONDITIONS

1. Sample Text
2. Sample Text
3. Sample Text
4. Sample Text
5. Sample Text
6. Sample Text
7. Sample Text

Be advised of the following approximate and estimated lead times in effect as of the date of this Proposal.

Preparation of submittals upon receipt of subcontract and plans: *(Additional Time Required for Cab, Signal, Entrance If Applicable)*	1 – 2 days
Approval of submittals by Purchaser	Varies
Fabrication time from receipt of all approvals, fully executed contract, and payment of pre-production and engineering invoice:	8 – 10 weeks
Modernization of elevator system: *(After completion of all required preparatory work by others)*	1 – 2 weeks

Project completion must occur on or before December 31, 2013, or the Purchaser agrees, by executing this Proposal, that the labor and material contained in this Proposal will be subject to escalation based on increased material and labor costs incurred by ThyssenKrupp Elevator.

INSTALLATION SEQUENCE AND SCHEDULE

All work specified herein will be performed during "regular working hours of regular working days as is customary in the elevator industry" defined as 7:30AM to 4:30 PM, except scheduled holidays.

All vertical transportation equipment described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal. Temporary elevator service is not included in this Proposal.

Prior to commencing work, ThyssenKrupp Elevator will provide Purchaser with a written work schedule. That schedule and any changes to it shall be agreed to by both parties' authorized representatives in writing before becoming effective.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this Proposal:

1) Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense;
2) Electrical:
    a) suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
    b) the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
    c) a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
    d) wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
    e) a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
    f) a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
    g) automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
    h) electrical cross connections between elevator machine rooms for emergency power purposes;
3) Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;
4) Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;
5) Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;

6) Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);

7) Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;

8) Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

9) Painting: all painting, except as otherwise specifically included herein;

10) Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

11) If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;

12) If the hydraulic jack is replaced:

    a) the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator's labor rates as posted in its local office along with the actual cost of any additional material plus 15%;

    b) adequate ingress and egress, including ramping, for a truck-mounted drill rig;

    c) removal of all dirt and debris from each hole location;

    d) in ground protection systems other than ThyssenKrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;

    e) any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;

    f) engineering, provision and installation of methane barriers or coordination/access;

    g) access to 2" pressurized water supply within 100'-0" of the jack hole location;

    h) a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment;

    i) any spoils or water testing; and

    j) the hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

ASBESTOS AND SAFETY

The Purchaser is solely responsible for the removal and disposal of asbestos containing material at the jobsite. It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser will monitor ThyssenKrupp Elevator's work place and prior to and during ThyssenKrupp Elevator's manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees or those of ThyssenKrupp Elevator's subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. The Purchaser is solely responsible for ensuring that any governmentally-required safety provisions will be followed. ThyssenKrupp Elevator reserves the right to discontinue work on the jobsite whenever, in ThyssenKrupp Elevator's sole opinion, its personnel do not have a safe place to work.

PAYMENT TERMS

This Proposal is based on the following payment terms:

Forty percent (40%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) will be due and payable as an initial progress payment within 30 days from ThyssenKrupp Elevator's receipt of a copy of this Proposal signed by the Purchaser. This initial progress payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement and its receipt will trigger the ordering of material to complete the scope of work described on pages 2 and 3.

An additional twenty-five percent (25%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite, ThyssenKrupp Elevator staging facility, or any other location designated by the Purchaser at its sole expense. ThyssenKrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work described on pages 2 and 3.

Thereafter Purchaser shall make progress payments which shall be due not later than the fifteenth (15^{th}) day of each month for labor and materials furnished, as defined above, through the last day of the preceding month. Such payments shall also include any changes to the Proposal amount made by change orders to the extent completed. Time is of the essence.

The remainder of the Proposal amount, including change orders, is due at the time of completion and approval by the local authority having jurisdiction (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit that is the subject of this Proposal, final payment shall be made separately as each unit is completed.

ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed and/or modernized pursuant to this Proposal until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full Proposal amount set forth on page 1 as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) along with all applicable change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2 % per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform safety, full load, Phase I and Phase II Fire Service tests (as applicable) to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes.

ThyssenKrupp Elevator will provide Purchaser with copies of reports generated in conjunction with completed tests.

ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry.

Should the Purchaser require performance of these tests outside the regular working hours of regular working days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a separate and additional proposal to accomplish those tasks at those times at an additional cost.

The price of this Proposal includes one (1) inspection by the local authority having jurisdiction. Should the local authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, the Purchaser shall be financially responsible for (A) addressing those items, (B) the cost of the additional

inspection(s) by the local authority having jurisdiction and (C) the labor incurred by ThyssenKrupp Elevator to attend those additional inspections at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Should the Purchaser or the local authority having jurisdiction require ThyssenKrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate ThyssenKrupp Elevator for its time at ThyssenKrupp Elevator's current billing rate as posted at its local office.

ThyssenKrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal.

At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.

WARRANTY

ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

TERMS AND CONDITIONS

All work described in this Proposal will be performed in a workmanlike manner and will include all labor and material as specified herein.

This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders have been made. In the

event of any default by Purchaser with respect to any payment, or under any other provision of this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Proposal or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this Proposal shall be in the county in which the ThyssenKrupp Elevator branch office that is performing the work in question is located.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

Performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment described in this Proposal.

Should loss of or damage to ThyssenKrupp Elevator's materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp Elevator, unless such loss or damage is caused solely by ThyssenKrupp Elevator's negligence.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to this Proposal's price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or any equipment located in the elevator machine room and/or hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or Proposals, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ACCEPTED:

Purchaser Company Name

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

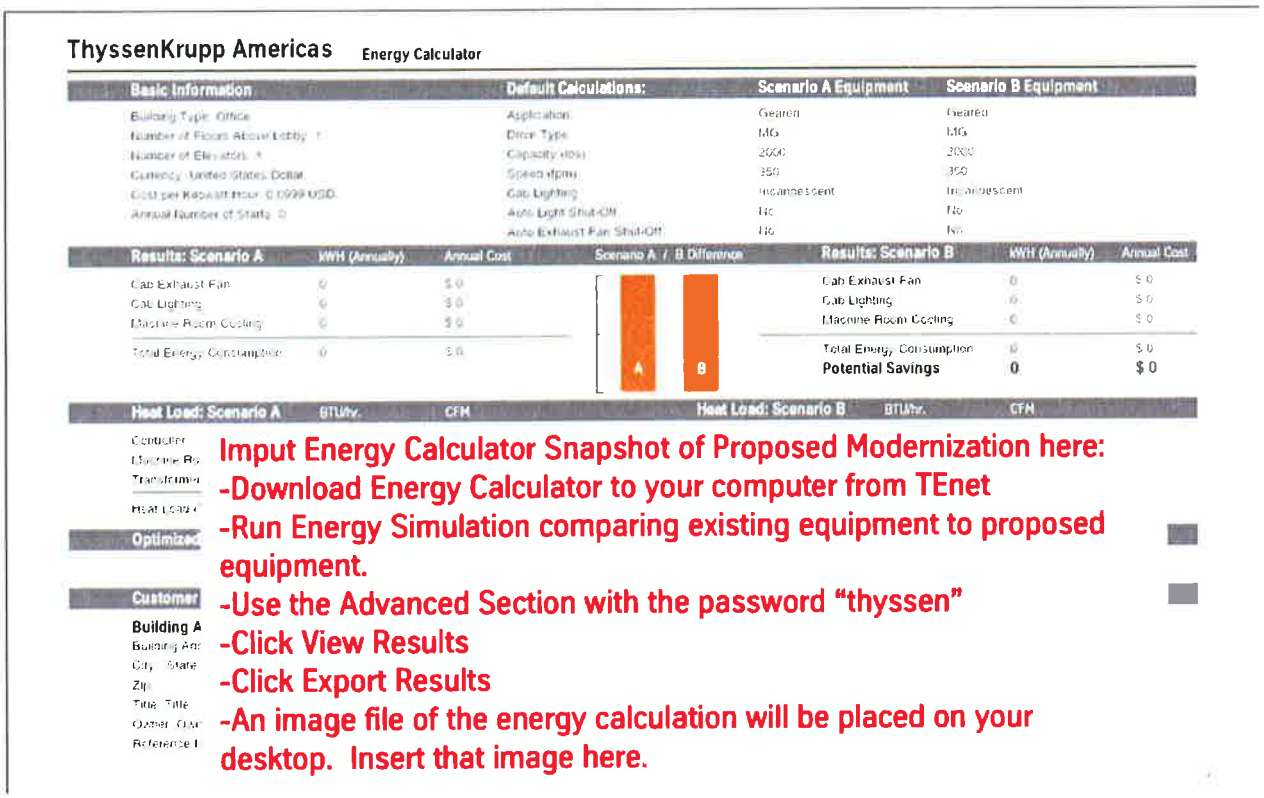
ThyssenKrupp Elevator Corporation
Street Address
City, State & Zip

By: _____
(Signature of TKE Representative)
Enter Your Name
(000) 000-0000

Date: _____

Approved by: _____

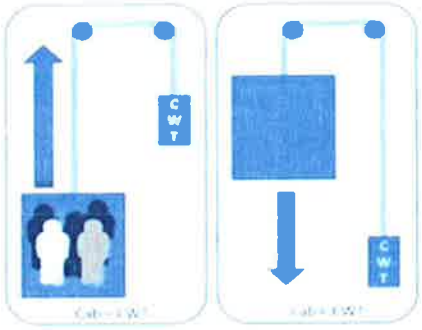
Title: _____ Date: _____



OUR COMMITMENT TO ENERGY EFFICIENCY

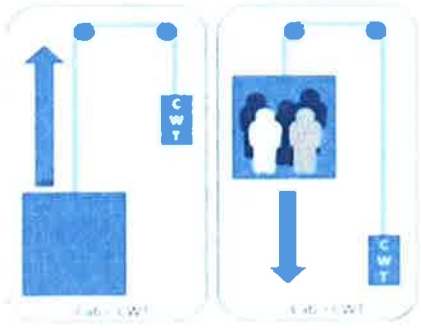
We utilize gravity to regenerate power for your building.

The largest impact of an elevator's life cycle is during its use-phase (after installation is complete) when it is sitting idle with the lights on. Our efforts to promote an automatic light/fan shut off feature for all currently installed and new products has helped us target this inefficiency with tools like our energy calculator and modernization products. The impact that the elevator industry can have on the efficiency of the built environment is astonishing when we realize the potential improvement in updated motor, drive and controller technology can increase energy efficiency rates up to 72%. If elevators use up to 8% of a total building's energy and building use 42% of the energy in the U.S. that is quite the potential impact for one industry. Regenerative drive technology and motor efficiency controllers are just a few more ways ThyssenKrupp can help our customers improve their bottom-line while also helping our planet. Elevators can generate up to 40% of their energy consumption for use by the building.



CONSUMING ENERGY

Full car going up or empty car going down goes against gravity and requires power



REGENERATING ENERGY

Empty car going up or full car going down works with gravity and can generate power

OUR COMMITMENT TO LEED

ThyssenKrupp Elevator is the only elevator company to have LEED accredited professional sales force, and the only manufacturer to offset 100% elevator energy usage.

ThyssenKrupp's commitment to sustainability extends beyond our own realm and into the realm of our customers. To that end, we are committed to helping our customers apply green building strategies to comply with USGBC's LEED rating system. We have over 30 LEED Green Associates and LEED APs with specialties to help you with your LEED project needs. While excluded from two Materials and Resources credits within the New Construction rating system, elevators can play a significant contribution to LEED in large jobs. Please see our LEED matrix which offers a breakdown of elevator specific LEED credits. We are pleased to contribute to energy savings credits and comply with all project construction plans. By implementing LED lighting, auto fan and light shut-off TKE's MRL elevators can apply for an available Innovation in Design point. With LEED AP BD+C employees on staff, TKE is willing to work with our customers on their projects in seeking additional unprecedented points in both the Energy and Atmosphere and Innovation in Design categories for the New Construction rating system as well as Existing Building Operations and Maintenance rating system.

LEED for Existing Buildings Operations & Maintenance

CATEGORY	CREDIT	INTENT	HOW CAN THYSSENKRUPP HELP?
Innovation in Operations	**ID 1** - Innovation in Operations	Provide building operations, maintenance, and upgrade teams with the opportunity to achieve additional environmental benefits beyond those addressed in the rating system.	ThyssenKrupp proactively works with our customers to achieve Innovation in Operations credits. Contact a sales representative for more information.
Energy & Atmosphere	**EA PR 1** - Energy Efficiency Best Management Practices	Promote continuity of information to ensure that energy-efficient operating strategies are maintained and provide a foundation for training and systems analysis.	ThyssenKrupp can provide project teams with real-time elevator traffic monitoring and customizable elevator placement based on peak traffic demand (i.e. elevators at lobby with doors open for morning rush)
	EA 1 - Optimize Energy Efficiency Performance	Achieve increasing levels of operating energy performance relative to typical buildings of similar type to reduce environmental impacts.	ThyssenKrupp's online energy calculator can be used to provide exceptional calculations in energy modeling to add to the Energy Star Performance Rating.
	EA 1 - On-Site and Off-Site Renewable Energy	To encourage and recognize increasing levels of on and off-site renewable energy to reduce environmental and economic impacts associated with fossil fuel energy use.	ThyssenKrupp will purchase 2-yr Renewable Energy Certificates (RECs) for the amount of energy our elevators would consume on behalf of the project to offset our elevator's energy usage.
Indoor Air Quality	**IEQ 1.1** - Indoor Air Quality Management Program	To enhance indoor air quality by optimizing practices to prevent the development of indoor air quality problems in buildings, to maintain the well-being of occupants.	ThyssenKrupp will follow a project's indoor air quality management program when applying paints, coatings, sealants, and adhesives in the building. TKE offers the only low-emitting cab certified by UL in compliance with CA01350
	IEQ 2.1 - Occupant Comfort - Occupant Survey	To provide for the assessment of building occupants' comfort as it relates to thermal comfort, acoustics, indoor air quality (IAQ), lighting levels, building cleanliness and any other comfort issues.	Modernizing elevators can increase occupant satisfaction by improving ride quality, traffic flow, and reducing wait times.

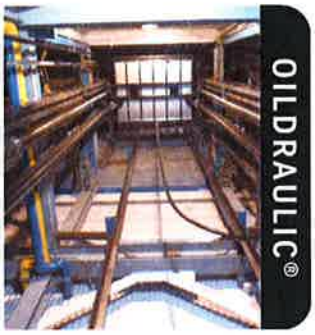
BROCHURE LIBRARY

by the numbers
Modernization Solutions
ThyssenKrupp Elevator's Geared to Gearless Systems
Modernization Solutions
ThyssenKrupp Elevator's HYpower System
TAC 50
TKEnhance
MOD Buttons
SUSTAINABLE SOLUTIONS
FOR
EXISTING ELEVATORS AND ESCALATORS
TKEnhance
Battery Lowering Kit
TKEnhance
Car Doors
TKEnhance
Car Top Rail Kit
TKEnhance
Cross Axis Panel
TKEnhance
Door Restrictor Clutch Kits
TKEnhance
Door Restrictor
TKEnhance
Firefighter's Service Oper

TKEnhance
Replacement Governors
TKEnhance
HD-LM Door Operator
TKEnhance
HLR³
TKEnhance
Replacement Jacks
TKEnhance
Load Weigh
TKEnhance
MicroLight Electronic Door Edge
TKEnhance
Oil Buffers
TKEnhance
Power Units
TKEnhance
Roller Guide
TKEnhance
SmartTech II
TKEnhance
Spring Buffers
TKEnhance
TAC50M Digital Controller
TAC 50 M

TKEnhance

Battery Lowering Kit



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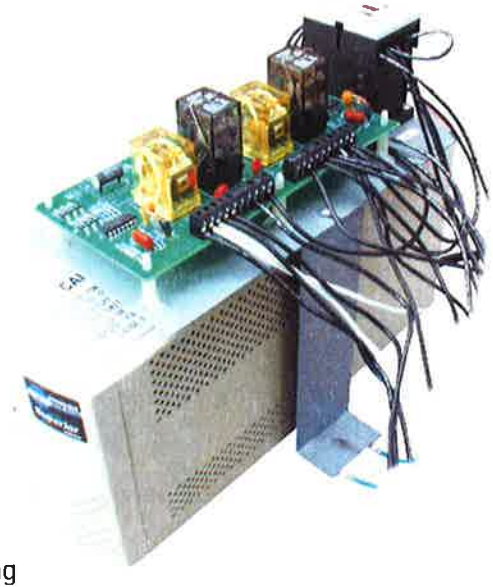


No Power? No Problem.

ThyssenKrupp Elevator's Battery Lowering Kit is a worry-free solution for building owners and managers in the event of a power outage. Available on hydraulic passenger elevators, the emergency lowering system provides supplemental power to the elevator controller. It operates by monitoring the elevator for power loss, phase reversal and low voltage conditions. If any of these conditions occur, the lowering system is activated. It then closes the doors and sends the elevator to the main exit landing of the building and reopens the doors, allowing passengers to exit safely. The elevator returns to normal operation when power is restored.

Features and Benefits

- Specifically designed for hydraulic elevators
- Reliable solid-state circuitry ensures proper operation
- Small, self-contained unit can be mounted on any wall
- Maintenance-free battery
- Improves passenger safety by eliminating the possibility of entrapment during a power outage
- Custom-engineered to operate with your existing controller
- Requires a signal from the main disconnect when power has been removed during maintenance

Getting trapped in an elevator during a power failure can be frightening to the passengers. With a Battery Lowering Kit, you can be confident knowing your equipment is safe for them to ride, even if a power outage occurs. Order a Battery Lowering Kit from your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

TKEnhance

Car Doors

v.07.08

Make A Lasting Impression!

Are your elevator doors in need of an extreme makeover? Because you never get a second chance to make a first impression, update your elevators with new car doors from ThyssenKrupp Elevator! Choose from our wide variety of styles to meet your building's décor and demand.

Our standard doors are constructed of durable formed metal with a baked enamel finish. They can be accented with a decorative and functional brushed stainless steel kickplate. Upgradable door finishes include brushed or polished stainless steel or bronze, as well as 5WL patterned stainless steel. Custom finishes are available upon request.

The standard height of ThyssenKrupp Elevator doors is 7'0" (2134), but can be constructed up to 9'0" (2743) high. There are three styles of doors to choose from:

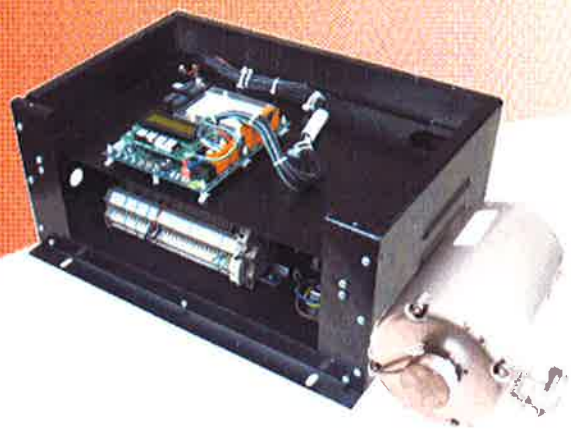
One-Speed	Two-Speed	Center-Opening
Most economical door	Wider opening	Permits quickest entry and exit
Right or Left hand opening	Right or Left hand opening	Symmetrical appearance

You can order your new doors from your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

TKEnhance

SmartTech II



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Make it Closed Loop!

Over time, door operators may become inefficient and unreliable. Faulty doors are the #1 cause of elevator shutdowns and service calls. Poor door operation also results in car delays, increased waiting time and longer floor-to-floor travel times. The results are frustration, inconvenience, lost time and money.

The solution is ThyssenKrupp Elevator's SmartTech II, which converts just about any manufacturer's door operator to closed loop. Our SmartTech II kit includes a new motor, complete with a digital encoder. This digital microprocessor control system ties directly into your elevator controls. The encoder feedback will track the speed and location of the doors, then it will adjust for changing seasons and weather conditions, heavy lobby doors and other obstacles that may result in poor door operation. The kits are supplied with a car top mounted control box and replacement motor.

Benefits:

- Smoother, more consistent operation
- Faster, floor-to-floor travel times
- Quicker door reversing
- Fewer shutdowns and call backs
- Multi-voltage Input/Output
- Improved productivity due to shorter wait times
- Excellent door performance, regardless of door weight, changing seasons, or weather conditions
- Latest in elevator door operation technology

Adaptable to Existing Control Systems

The SmartTech II is very flexible. Available in 1/3 HP or 1/2 HP AC motors, depending on the application, and is either flange or foot mounted directly to the existing operators. The electronics and motor are powered with a 115 VAC and is capable of interfacing with the following door operators:

- HD-73, HD-91
- Otis 6970, 7300, 7700
- Haughton
- ECI 895, 1000
- Linear door operator
- Dover Type D
- Dover DC-62
- Westinghouse BB2
- Fujitec

Other door operators can be retrofitted if requested. Ask your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

TKEnhance

Firefighter's Service Operat

v.04.08

In Case of Fire...

U.S. and Canadian National Elevator Safety Codes require the use of Firefighter's Service Elevator Operation because it saves lives.

Despite all of the warnings and signs placed in a building, many people still head for the elevators in the event of a fire. To make buildings safer during a fire, ThyssenKrupp Elevator's Fire Service Operation takes the elevators out of service immediately. If your elevators are not equipped with Fire Service Operation, they will continue to operate as usual, which could lead to serious injury or death.

How Does It Work?

Firefighter's Service is a lifesaving feature that operates in two phases. In Phase One, activated smoke detectors or hallway keyswitches direct elevators to go to a fire recall floor. Elevators traveling away from this designated landing reverse direction and proceed without stopping. Upon reaching the designated landing, passengers are able to exit the elevator and building safely. The elevators are then removed from normal service. Once removed from normal service, the elevators will no longer accept car or hall calls.

During Phase Two, once the elevator has reached its designated landing and all passengers are safely evacuated, authorized personnel can take exclusive control of the elevator using a special Firefighter's Service Keyswitch. This mode of Fire Service allows firefighters to continue to utilize the elevator to rescue people from other floors.

(more) ➡

ThyssenKrupp Elevator
Americas Business Unit

Firefighter's Service

What Are The Benefits?
Each ThyssenKrupp Elevator Fire Service system is backed by years of expertise. Our Fire Service unit is more reliable and easier to maintain than any other system. And, we can provide a Fire Service kit that will interface with our elevators, as well as other manufacturer's equipment.

In addition, upgrading to ThyssenKrupp Fire Service offers the following benefits:

- Compliance with ASME A17.3-2002 3.11.3
- Enables safe evacuation of passengers in the event of a fire
- Connects to building smoke detectors and fire stations
- Requires only routine maintenance checks after installation

By installing the Firefighter's Service Operation, you are increasing passenger safety and making a sound investment in your building. You can order Firefighter's Service Operation from your local ThyssenKrupp Elevator representative. At no obligation to you, ThyssenKrupp Elevator will conduct a survey of your elevators, determine the proper product for the application and present a proposal to complete the upgrade.

When you order ThyssenKrupp Elevator's Firefighter Service, you can rest assured that you have product that has been designed for superior operation and safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303.

ThyssenKrupp Elevator | P.O. Box 2177 | Memphis, TN 38101 | Tel: (877) 230-0303 (toll free) | thyssenkruppelevator.com
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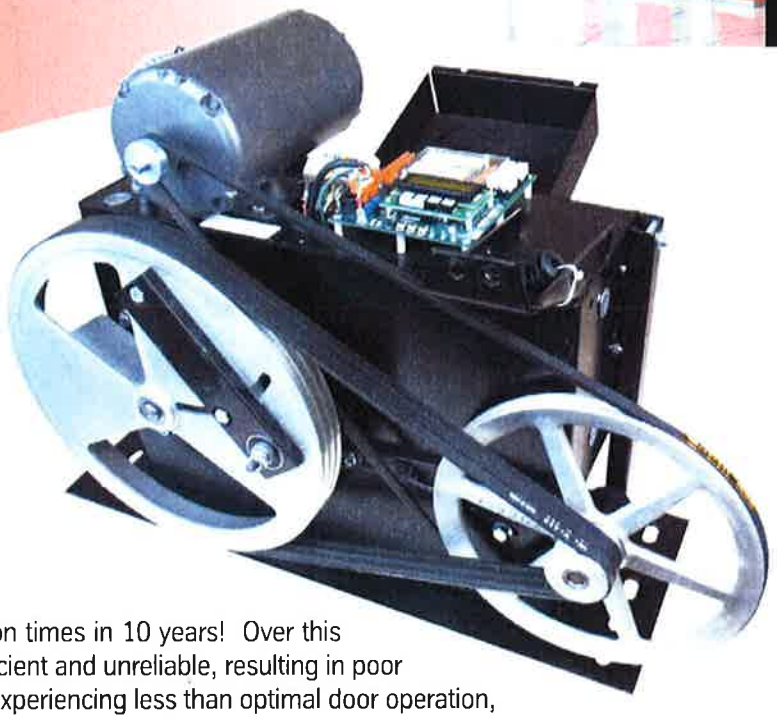
HD-LM Door Operator

v.7.11



A Sound Investment in Your Building's Future!

On average, elevator doors open 1.75 million times in 10 years! Over this period of time, door operators become inefficient and unreliable, resulting in poor operation and increased failures. If you are experiencing less than optimal door operation, the HD-LM Door Operator is the answer to improving your elevator system's performance.

The HD-LM Door Operator is designed to provide solutions to service, repair and modernization applications. The enhanced performance of the HD-LM complies with consultant's specifications. The built-in versatility of this multi-voltage door operator, along with discrete and serial interfaces makes it ideal for all conversions.

Additional benefits include:

- Quick set-up guide
- Closed-loop positioning through high resolution encoder feedback
- Available on dual drive arm for center opening doors
- Improved productivity resulting in shorter wait times
- Excellent door performance, regardless of door weight, changing seasons, or weather conditions

If your elevator door operations are not performing properly, it is time to upgrade to the HD-LM Door Operator. The result will be smoother, faster and more consistent operation with fewer shutdowns and callbacks. Contact your local ThyssenKrupp representative for a no obligation quote. [(877) 230-0303 toll free]

ThyssenKrupp Elevator
Americas Business Unit

ThyssenKrupp

TKEnhance

HLR^3

v.07.09

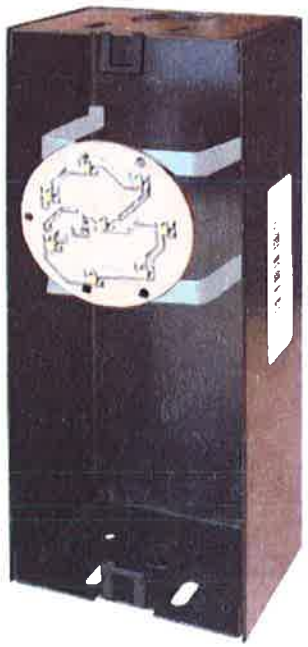
Revamp, Revive and Rejuvenate your Hall Lantern with Innovative Multi-Voltage LED Technology.

The integration of ThyssenKrupp Elevator's renowned technology with the reliability of ultra bright Light Emitting Diodes (LEDs) makes our lantern and chime upgrade the most dependable on the market. The LED illumination has a life span ten times longer than that of incandescent bulbs. By modernizing with the multi-voltage LED technology, you are able to eliminate the maintenance associated with incandescent bulbs.

Features Include:

- Increased illumination with eight ultra-bright white LEDs
- Adjustable electronic tone
- Multi-voltage ranging from 24V to 120V
- Illumination in white, green or red
- Compatible with existing wall boxes and faceplates, allowing for easy installation

When you order parts from ThyssenKrupp Elevator, you can rest assured that you have a product that has been designed for superior performance. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.



ThyssenKrupp Elevator
Americas Business Unit

TKEnhance

MicroLight® Electronic Door Edge

v.04.08

Safeguard Passengers with the Latest Technology

Your passengers can enter and leave your elevator with greater safety and convenience with our MicroLight electronic door edges, which prevent premature closing of elevator doors. Passengers can use the elevator with complete assurance that the doors will not close as they enter and exit the cab.

Safety First

ThyssenKrupp Elevator's MicroLight utilizes a technology that is much more reliable than older mechanical safety edge or photo-electric systems. It interrupts the closing of the elevator doors, then reopens them by using an invisible curtain of infrared light beams to detect any object that may be in the doorway of the elevator.

Each infrared receptor of our MicroLight reopening device is constantly monitored to determine its status. If even one of the beams is broken, the door will not close or will reopen immediately if already closing. The beams are located so close to each other that the MicroLight will detect something as small as a child's hand, resulting in less risk of injury for your passengers.

Features and Benefits:

- Fills doorway with light curtain from floor to 6 feet.
- Eliminates the use of mechanical parts through state-of-the-art technology.
- Increases elevator reliability and reduces door-related failures since there are fewer moving parts.
- Advanced diagnostic capabilities.
- Helps reduce damage and liability.
- Compliance with ASME A17.1 and CSA/CAN-B44 Codes.

Come up to code with ThyssenKrupp's MicroLight electronic door edge and give your passengers peace of mind about your elevators. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

TKEnhance

v.7.6

Car Top Rail Kit

A safe service area.

ThyssenKrupp's Car Top Rail Kit was designed to provide a safe working area on the elevator car top for service mechanics. The kit meets ASME A17.1-2000 Code, which requires special railing if there is more than 12" of space between the car and the adjacent hoistway wall.

Our car top rail kit, designed with heavy-duty Unistrut® modular components, includes all hardware and angle brackets needed for ease of installation.

Benefits:

- 42" high railing for code compliance
- A safer, more stable working platform
- Available in two sizes, easily adapting to most car configurations
- Expansion kits available for larger cars
- In-stock and ready for immediate shipment

With ThyssenKrupp Elevator's car top rail kit, you can rest assured that you are purchasing a high quality product for superior safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

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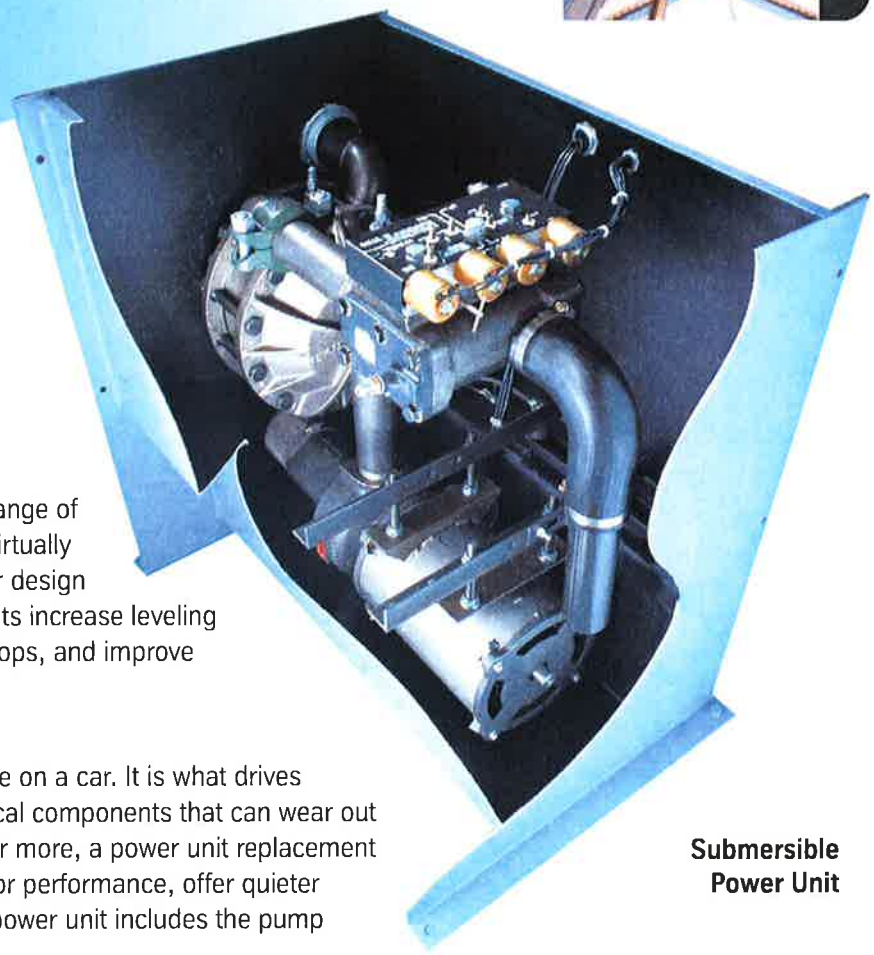
v.7.6

Power Units



Submersible Power Unit

Optimal hydraulic performance.

ThyssenKrupp Elevator offers a wide range of power unit replacements, enhancing virtually any hydraulic application. The superior design and precise operation of our power units increase leveling accuracy, ensure smooth starts and stops, and improve passenger safety.

Why upgrade?

A power unit is equivalent to the engine on a car. It is what drives the elevator. It is made up of mechanical components that can wear out over time. For elevators 10 years old or more, a power unit replacement can reduce downtime, increase elevator performance, offer quieter operation and reduce vibration. Each power unit includes the pump motor, muffler, valve, tank and piping.

Manufactured with Precision.

Certain features of your elevator drive the size of the power unit that you need to specify when ordering a replacement. These features include measurements of the cylinder, elevator capacity, current speed and gross load on the power unit.

Every ThyssenKrupp power unit is built according to the options you choose. It is then pre-adjusted and tested specifically for your job conditions. We also pre-wire your power unit for easy installation.

ThyssenKrupp Elevator
Americas Business Unit

Power Units

Highest Quality Standards

Since a power unit is a major component of the elevator, all major elevator companies manufacture power units in their factories. The benefits of the ThyssenKrupp product are the quality and precision, as well as the testing, that occurs in the factory prior to shipment.

I-2 Valve

I-3 Valve

Hydraulic elevators only perform as well as the valve. If the flow of oil from the power unit to the jack is erratic, the performance of your elevator will be as well, causing your elevator to level improperly. The solution is ThyssenKrupp Elevator's patented I-Series® valve. The pistons in our I-2® and I-3® valves are machined to reduce friction, making the operation of the elevator smoother, quieter and more consistent.

Silencer

Every valve that leaves our U.S. manufacturing facility is tested for leaks and to ensure that it meets specific pressure and load requirements. A custom-built welded manifold ties the valve to the power unit. These manifolds are tested to twice the working pressure of the jack to ensure proper functionality.

Our exclusive valve, silencer and motor designs contribute to the overall dependability and outstanding performance of the best-selling hydraulic power unit on the market.

Compact and quiet.

Power Units come in two versions, dry and submersible. A submersible unit takes less space by submersing the motor and pump in the tank. This design greatly reduces the noise created during regular elevator operation. ThyssenKrupp's submersible power unit is capable of pumping up to 260 gallons per minute for all motor voltages and is small enough to fit in virtually any machine room.

Ultimate in speed and travel.

A dry power unit provides more power and lifting capability to move larger capacities at higher speeds. ThyssenKrupp Elevator's dry power unit comes complete with an open frame-mounted pump, motor and I-Series valve. The open frame provides ample access to every component, allowing for easier maintenance. Our high output pump and motor combinations are capable of producing up to 350 gallons per minute, available for any voltage.

Dry Power Unit

Power Range Data

Power Unit	Minimum Horsepower	Maximum Horsepower
EP (Submersible)	5	60
CP (Dry)	5	25
AP (Dry)	7.5	75

When you order from ThyssenKrupp, you can rest assured that you have a product that has been designed for consistent operation and superior safety. Contact your local ThyssenKrupp Elevator sales representative or call (877) 230-0303 toll free.

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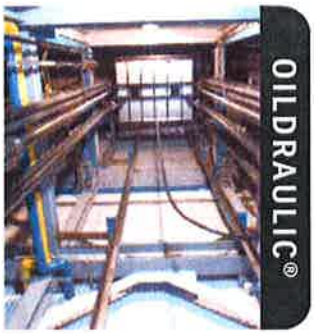
TKEnhance

TAC22

v.7.8



The Smart Choice

When it comes to upgrading hydraulic elevator controllers, ThyssenKrupp Elevator's TAC22 is the controller of choice. Every TAC22 control system is manufactured to meet passenger safety guidelines, fire safety standards and ADA requirements, as well as ThyssenKrupp Elevator's own rigorous standards for quality, performance and reliability. This unique control system has been developed by the industry's leading research and development team specifically for existing hydraulic elevator applications.

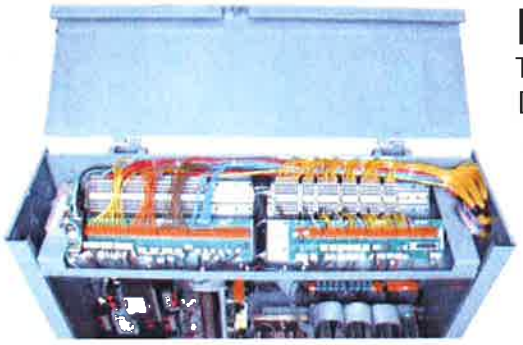
Flexibility and Performance

The flexible design of the TAC22 control system makes it compatible with existing door operators, power units, signal fixtures and other major components. Whether upgrading only the controller or replacing the entire elevator system, the TAC22 offers an economical solution. And with improved, more efficient installation techniques, both downtime and inconvenience are minimized. The TAC22 control system will improve the performance of any brand of hydraulic elevator by increasing reliability and making smarter traffic-handling decisions.

The microprocessor-based system of the TAC22 offers better diagnostic capabilities and easier troubleshooting than other control systems. An on-board owner's service tool provides all the diagnostic equipment required for adjusting, maintaining and trouble-shooting the system.

ThyssenKrupp Elevator
Americas Business Unit

TAC22



Intelligent Monitoring

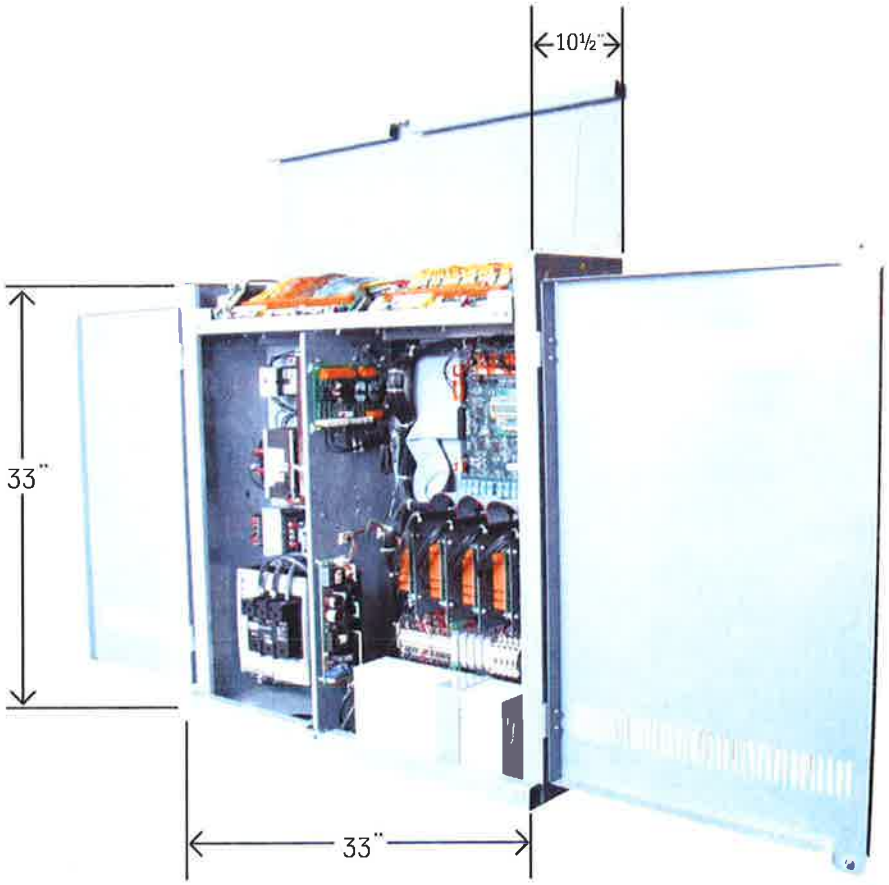
ThyssenKrupp Elevator's computer-based Intelligent Monitoring System [IMS] offers building managers and service technicians the opportunity to monitor elevator actions from anywhere in the building. Through IMS, you can view historical traffic data, run reports and view activities in real-time. IMS increases building security by offering features such as floor lockouts and car call-coded access. In addition, monitoring of both hydraulic and traction elevators can occur at the same time, on the same system.

Planning for Your Future

The TAC22 features flash technology, which allows for simple software modifications through a CPU without the need to install physical components. When you're ready for upgrades or enhancements, the TAC22 will be ready to change with you.

Superior Products, Superior Service

At ThyssenKrupp Elevator, our standards are so stringent that no one comes close to providing more reliable and durable end products. The result? Peace of mind that comes from knowing we're committed to providing you with superior products, along with superior service that is second to none. Contact your local ThyssenKrupp Elevator representative for more details.



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TKEnhance

TAC50M Digital Contr

v.06.08

Perfection in performance.

Upgrading to ThyssenKrupp Elevator's TAC50M controllers will improve the performance of your traction elevators, even if they are just a few years old. The TAC50M control system provides the highest degree of flexibility in matching elevator performance to the changing characteristics of passenger demands in tomorrow's buildings. With features such as Destination Dispatch™, Intelligent Monitoring System [IMS], cross-assignment and the flexibility to retain existing equipment, TAC50M modernizations are nearly seamless.

Energy efficiency.
ThyssenKrupp Elevator's 10K Drive™ System is regenerative starting at 30HP, meaning that it recycles unused electricity. In fact, the VVVF system is so energy efficient that its "power factor" approaches 1.0, the perfect operating condition. The power factor is important because it is a measure of how efficiently a device uses energy. The closer to 1.0, the more efficiently your elevator is running.

To encourage efficient use of energy, many utility companies offer discounts or lower rates to customers that generate excellent power factors. Utilizing our 10K Drive can save you up to 35% in energy costs over other drive systems and can assist with obtaining LEED™ certification points.

ThyssenKrupp Elevator
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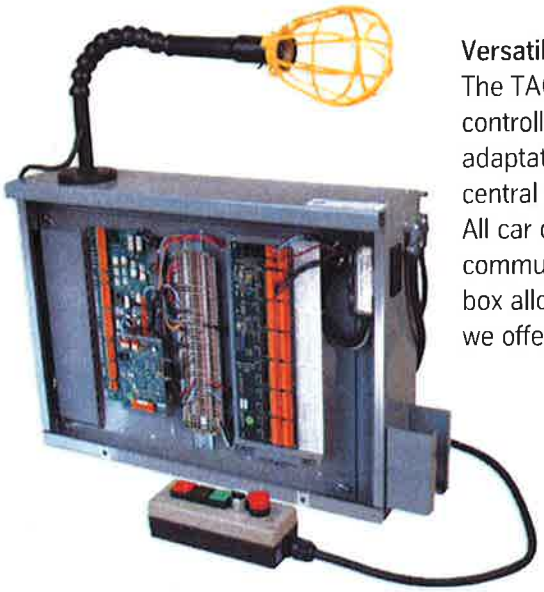
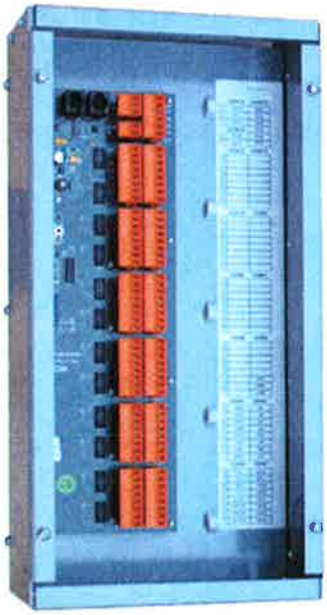
TAC50M Digital Controller



Car Top Interface

Versatility.
The TAC50M offers multiple cabinet sizes to suit your machine room. This controller comes with both a car top box and a machine room box to allow adaptation for virtually any type of modernization project. The car top box, a central junction point, communicates with the controller via a single traveling cable. All car components are wired into the car top box, allowing for discrete or serial communication from all devices, including existing equipment. The machine room box allows communication to hall fixtures, whether new or existing. With TAC50M, we offer solutions that meet all of our customers' fixtures.

Choose ThyssenKrupp.
ThyssenKrupp Elevator continues to set standards so stringent that no one comes close to providing more reliable and durable products. With an extensive background of the latest computerized technologies applied to elevator systems, ThyssenKrupp Elevators' engineers can determine the most logical system to meet the expected requirements for your building while providing flexibility for the unexpected. With ThyssenKrupp Elevator's TAC50M controller, hoisting equipment, cabs and accessory items, you get the finest elevator system available. Let us help you plan your vertical transportation equipment for maximum efficiency and economy.



Machine Room Box

For more detailed information about ThyssenKrupp Elevator's TAC50M controller, or any of its performance enhancements, please contact your local sales representative at (877) 230-0303 toll free. We will gladly survey your existing equipment with no obligation and give you options on how we can improve the performance and appearance of your elevators.

6 ft. Standard Front Entry Cabinet

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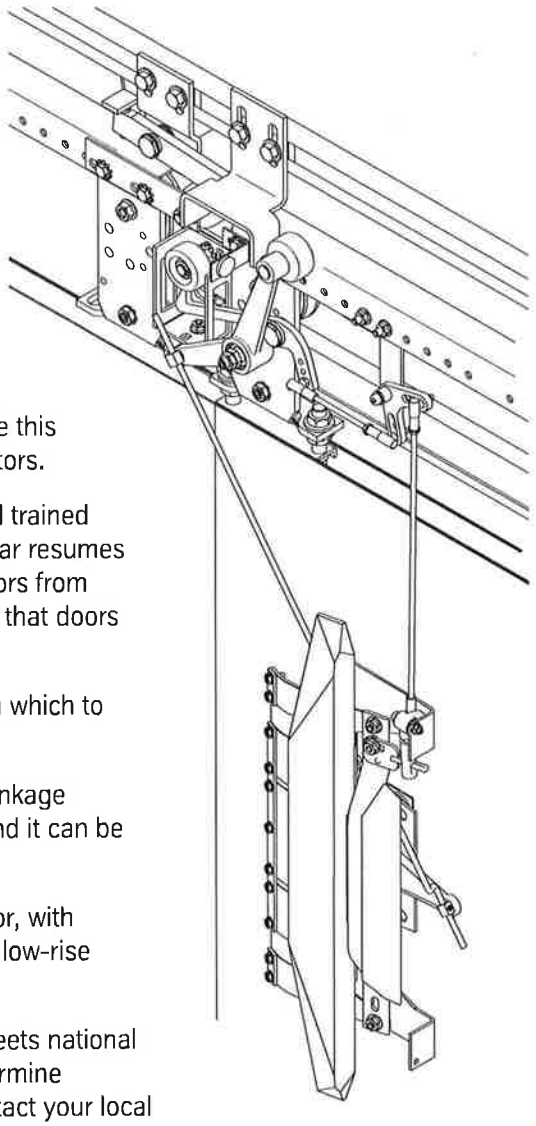
Door Restricto

v.04.08

Evacuation Deterrents



Passengers who become trapped in elevators may try to self-evacuate by opening the car doors between landings, putting themselves at risk of serious injury or death. In an effort to reduce this risk, national codes require evacuation deterrent devices on elevators.

It is important that trapped passengers remain in the elevator until trained personnel arrive or until power is restored to the system and the car resumes normal operation. Door Restrictors, which prevent elevator car doors from being opened if the elevator is outside the unlocking zone, ensure that doors remain closed until appropriate action can be taken.

ThyssenKrupp Elevator offers two options of Door Restrictors from which to choose:

- The Restrictor Clutch is mounted to the car door with a simple linkage arrangement. It is mechanical, so it does not need batteries, and it can be used on all new equipment or retrofit installations.
- A Hoistway Door Restrictor Kit is mounted directly to the car door, with two vanes mounted at each floor. This arrangement is ideal for low-rise applications and once installed, is virtually maintenance-free.

The installation of Door Restrictors improves passenger safety, meets national code and is a sound investment in your building's future. To determine which Door Restrictor configuration best fits your application, contact your local ThyssenKrupp Elevator representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

Value Add #3 – Eco & Energy Saving Upgrades

Summary:

- **Pricing control and quality equipment.**
- **Enviromax – Vegetable based Hydraulic Fluid**
- **LED Retro Kits – Lasts 90% longer and halogens**
- **Econolight – Eliminates 60% of wasted Energy**
- **All members will be notified of product availability.**

Detail Description:

- **Products are manufactured in Middleton, TN Facility.**
- **Units are certified by the local authority.**
- **Upgrades are done at the local customer site.**
- **Upgrades are performed by TKE employees, trained and certified by the IUEC.**
- **These products are not proprietary, competition is all major providers.**

Additional Information and Samples:

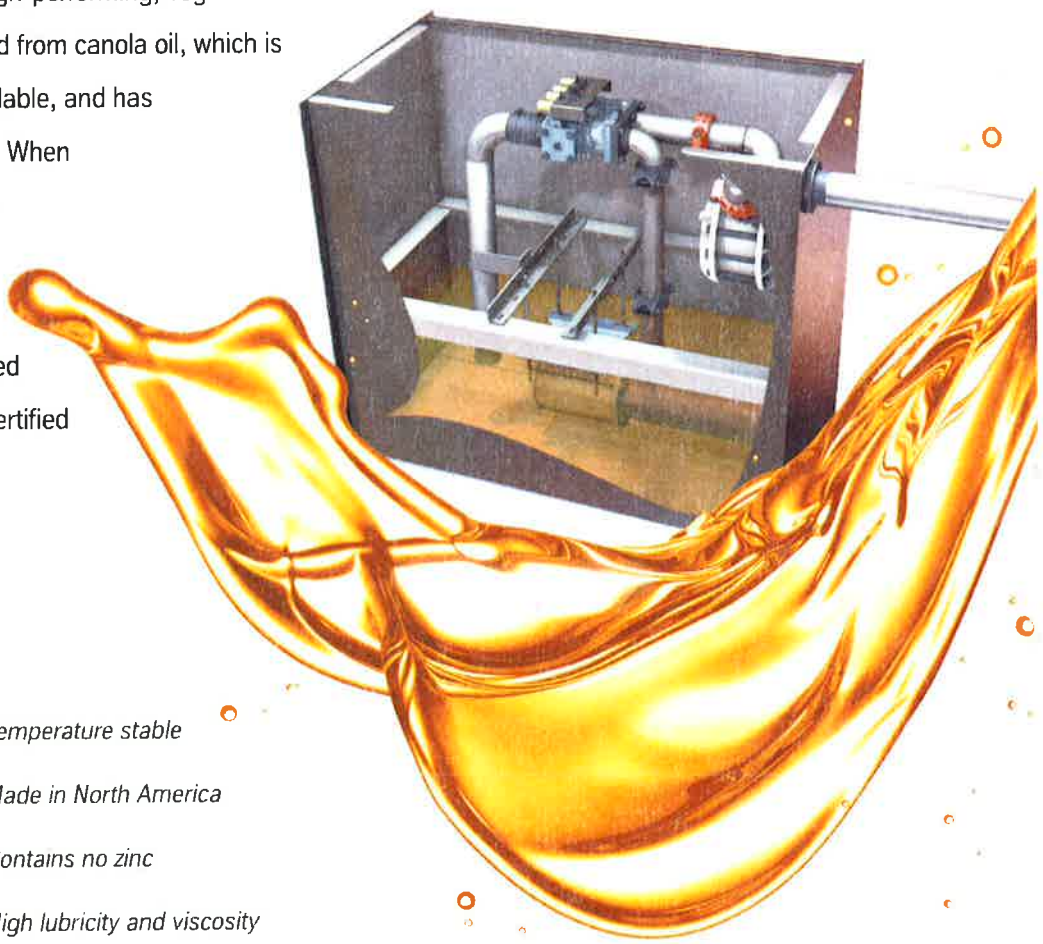
- **Enviromax – Exhibit 13**
- **LED Cutesheet – Exhibit 14**
- **Solid Starter Kit – Exhibit 15**
- **Solid Starters – Exhibit 16**
- **Econolight – Exhibit 17**

UPGRADES

SUSTAINABILITY PERFORMANCE

ENVIROMAX

enviromax® is the industry's first high-performing, vegetable-based hydraulic fluid. It is formulated from canola oil, which is rapidly renewable, readily biodegradable, and has minimal effects on the environment. When tested at an independent laboratory for aquatic toxicity, the results were well above government standards. It is the only USDA (United States Department of Agriculture) certified biobased product.



- *USDA BioPreferred with 92% Biobased Content*
- *95% petroleum free*
- *100% recyclable*
- *Readily biodegradable*
- *Rapidly renewable*
- *Energy conserving and cost saving*
- *Temperature stable*
- *Made in North America*
- *Contains no zinc*
- *High lubricity and viscosity*

USDA CERTIFIED BIOBASED PRODUCT
PRODUCT 92%

ThyssenKrupp Elevator Americas

ThyssenKrupp

UPGRADES

SUSTAINABILITY PERFORMANCE

LED RETRO KIT

DOWNLIGHT

The LED retro kit is intended to replace halogen fixtures with LED fixtures utilizing the existing ceiling and space. The standard kit features downlight cans, LED lamps, external 24 VDC power supply, dimming, battery backup, all applicable wiring, and a two-year warranty.

The downlight cans are available in black and brushed stainless steel finish with museum-quality full-spectrum lighting that enhances and compliments cab interiors.

Brushed Stainless Steel

Black

Features

- *Fits 2½" to 2¾" hole size*
- *Lasts 90% longer than halogens, with a life expectancy of 50,000 hours*
- *Mercury free*
- *No UV light*
- *Resistant to vibration and shock*

Benefits

- *Uses 75–90% less energy*
- *75% less heat*
- *Battery backup lighting is brighter, longer-lasting, and standard in every kit*
- *Reduces maintenance costs*
- *2010 A2.17.4 code compliant*

Product Details

Wattage	4.3 W
LED Color	3500k or 4100k
CRI	>80
Luminous Density	260 lm
Efficacy	60 lm/W @ 12V DC

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ThyssenKrupp Elevator Americas

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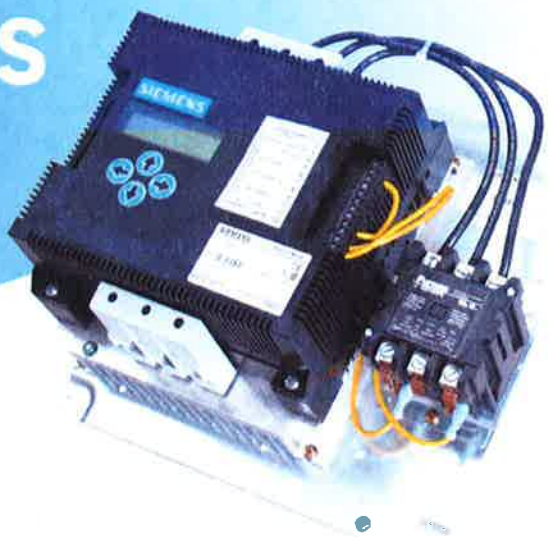
Solid State Starters



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Minimize Power Surges

Why replace contacts when you can upgrade to the reliability of a solid-state starter?

Contacts wear with time and eventually require replacement. Prior to replacement, continual maintenance checks are required to ensure that the contacts are functioning properly. Wear and tear on the contacts may result in malfunctioning equipment or even motor burnout, resulting in a "shutdown" situation. To eliminate this wear & tear, mechanical contacts are quickly becoming a thing of the past. ThyssenKrupp Elevator offers the most advanced elevator starter, which applies smooth and steady current to a motor.

Conventional motor starters can cause power surges, or "spikes", which limit the optimal performance of other systems throughout the building. With solid state starters, sudden power surges are eliminated, thereby reducing the elevator system's impact on electrical equipment in the building. And, solid state starters are flexible, allowing you to select the starting current that is best for your motor.

Benefits:

- Reduced maintenance
- Phase loss protection, preventing motor burnouts and extended shutdowns
- Optimal motor start-up time for shorter floor-to-floor times
- Less severe starting currents, prolonging motor life
- Noise reduction during normal operation, because contacts are eliminated

Turn the page to select the starting current that is best for your motor. Contact your local ThyssenKrupp sales representative or call (877) 230-0303 toll free.

ThyssenKrupp Elevator
Americas Business Unit

Solid State Starters

Choose the ThyssenKrupp Elevator Solid State Starter for your application.

NEW STARTER PANELS	HYDRO 200V	TRACTION 200V	HYDRO 220V	TRACTION 220V	HYDRO 230V	TRACTION 230V	HYDRO 380/400V	TRACTION 380/400V	HYDRO 415V	TRACTION 415V	HYDRO 460V	TRACTION 460V	HYDRO 575V	TRACTION 575V
9739040	5-15 HP	5-10 HP	5-15 HP	5-10 HP	5-20 HP	5-15 HP	5-30 HP	5-25 Hp	5-30 HP	5-25 HP	5-40 HP	5-30 HP		
9739051	20 HP	15 HP	20 HP	15 HP	25 HP	20 HP	40 HP	30 HP	40 HP	30 HP	50 HP	40 HP		
9739087	25-30 HP	20-25 HP	25-30 HP	20-25 HP	30-40 HP	25-30 HP	50 HP 60 HP	40 HP 50 HP	50 HP 60 HP	40 HP 50 HP	75 HP	60 HP		
9739099	40 HP	30 HP	40 HP	30 HP	50 HP	40 HP	75 HP	60 HP	75 HP	60 HP	100 HP	75 HP		
9739129	50 HP	40 HP	50 HP	40 HP	60 HP	50 HP			100 HP	75 HP	125 HP	100 HP		
9739154													7.5 HP 10 HP 15 HP 20 HP 25 HP 30 HP 40 HP 50 HP	7.5 HP 10 HP 15 HP 20 HP 25 HP 30 HP 40 HP
9739166													60 HP	50 HP
9739221											60 HP		75 HP	60 HP
9739233											75 HP		100 HP	75 HP
9739245													125 HP	100 HP
9739257													150 HP	125 HP
9739269	60 HP 75 HP		60 HP 75 HP		75 HP									

This chart represents 6 and 12 lead soft starters. Contact your parts department for 3 and 9 lead soft starters.

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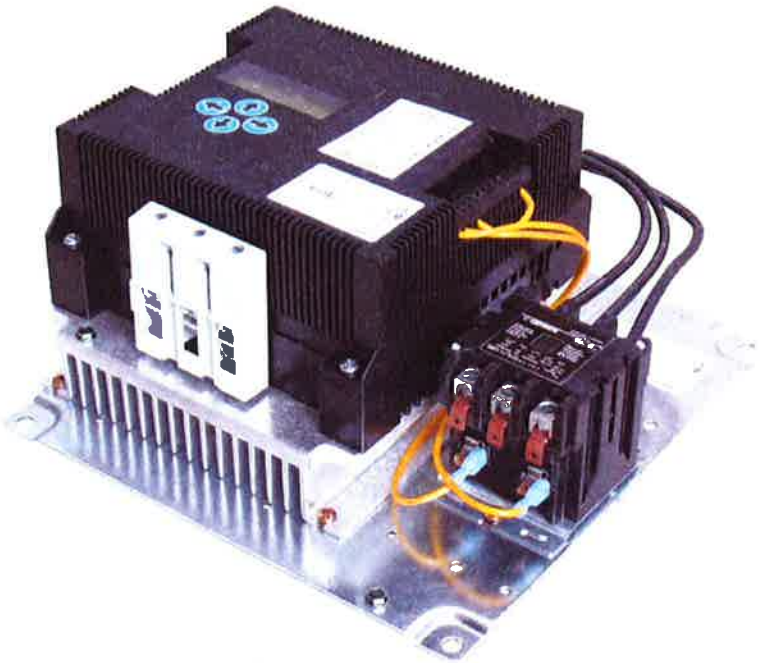
UPGRADES

PERFORMANCE

SOLID STATE STARTERS

Conventional motor starters create power surges ("spikes"), which cannot be detected by mechanical contacts, in a building's electrical feeders. These spikes may limit the optimal performance of computer systems and electrical equipment and may result in malfunctioning equipment or even motor burnout, leading to a shutdown. Solid state starters eliminate sudden power surges, reducing an elevator system's impact on the building's electrical equipment. The component supplies a motor with smooth and steady current, eliminating the large influx of current typically created by older, mechanical starters.



- *No starter contacts used during normal operation*
- *Less severe starting*
- *Reduced stress on the motor windings*
- *Prolonged motor life*
- *Quieter operation*
- *No regular inspection or maintenance required*

ThyssenKrupp Elevator Americas

ThyssenKrupp

UPGRADES

SUSTAINABILITY PERFORMANCE

ECONOLIGHT

Econolight is a lighting control device that is designed to conserve energy by turning the lights off in the cab when it has been idle for a designated period of time and other parameters are met.

Econolight is a sustainable solution that eliminates approximately 60% of wasted energy in an idle elevator. Econolight may also be attached to the cab fan to conserve additional energy by shutting it off when the elevator is not in use. With Econolight, energy use could go from 24 hours a day to as little as 9.5 hours a day, reducing CO_2 emissions by 193,000 tons per year.

- *Conserves energy*
- *Increases the value of the elevator and building*
- *Bulbs last longer*
- *5 year or less payback period in energy savings*

ThyssenKrupp Elevator Americas

ThyssenKrupp

Value Add #4 – Telephone Monitoring

Summary:

- **Direct line monitoring**
- **No 3rd party involved, service calls go directly to the service provider**
- **Faster service to contracted members**

Detail Description:

- **Products are manufactured in Middleton, TN Facility**
- **Services performed through TKCommunications in Coppell, TX**
- **TKE employees trained and certified in process for emergency call and dispatch.**

Additional Information and Samples:

- **SoundNet Brochure Exhibit 19**

EMERGENCY COMMUNICATIONS

SOUNDNET® EMERGENCY COMMUNICATIONS. THYSSENKRUPP ELEVATOR OFFERS YOU THE MOST ADVANCED ELEVATOR EMERGENCY COMMUNICATIONS PRODUCTS AND SERVICES.

Technology makes it possible.
Commitment makes it work.™

ThyssenKrupp Elevator
Americas Business Unit

ThyssenKrupp

EMERGENCY COMMUNICATIONS
24-hour elevator emergency monitoring service.

SOUNDNET® EMERGENCY COMMUNICATIONS.

SoundNet: A 24-hour elevator emergency monitoring service.

International Technical Services-Americas' SoundNet Call Center is the centralized dispatch arm of ThyssenKrupp Elevator. Its primary two responsibilities are elevator monitoring and after-hours dispatch. SoundNet monitors elevator telephones 24-hours a day, 365 days a year, dispatching service calls and answering after-hour business calls for ThyssenKrupp branch offices throughout North America.

SoundNet call representatives are trained to handle elevator emergency situations. They will quickly assess the situation and dispatch the proper help. If needed, they will stay on the line, remaining in constant contact with the passenger, assuring them that help is on the way. A digital record of the time, date, and location of each call insures accurate response information. Computerized and hard copy documentation of calls received and action taken protects passengers and building owners.

EMERGENCY COMMUNICATIONS SPECIALISTS.

SoundNet Call Center personnel are highly trained elevator and emergency communication specialists:

- Answering in excess of one million calls annually.
- Handling after-hours emergency dispatch for more than 200,000 units in North America.
- Responding to 80% of all service request calls in ten seconds or less.
- Operating in two sites – the main dispatch center is in Coppell, Texas and the "back-up" center in Irving, Texas.
- Having both English and Spanish speaking capabilities. We also utilize a professional language assistance service, which offers translation services in 130 languages.
- Digitally recording 100% of service request calls to and from the call center.

ADA COMPLIANT EMERGENCY TELEPHONES.

ThyssenKrupp Elevator offers superior equipment in ADA phones. Designed for ease of use by the hearing, speech, or sight impaired, these "hands-free" phones are activated by pushing a single button. Two-way communication is then automatically established with the monitoring station. When programmed to SoundNet's emergency service, a series of DTMF tones immediately relays your building's location and elevator number to a SoundNet call representative.

A visual indicator on the phone informs the user that the call went through and help is on the way.

MAKE THE SOUNDNET CONNECTION.

Integrate all of your elevator emergency communications needs. SoundNet provides a cost-effective way to meet all ADA requirements, insuring quick, accurate responses to elevator emergencies that can reduce your liabilities exposure. SoundNet services can be incorporated into a customer's existing maintenance agreement, or billed separately. Either way, making the SoundNet connection will provide you with a single source for taking care of all of your elevator's emergency communications needs.

All illustrations and specifications are based on information in effect at time of publication approval. ThyssenKrupp Elevator reserves the right to change specifications or design and to discontinue items without prior notice or obligation.

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ThyssenKrupp Elevator Corporation

ThyssenKrupp Elevator
P.O. Box 2177
Memphis, TN 38101
Tel: 877-230-0303 (Toll Free)

thyssenkruppelevator.com

TKE SDNET 0207 GSI PRINTED IN USA

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractors Requirements
DOC #5	Antitrust Certification Statement

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

DOC #6	Ownership Disclosure Form
DOC #7	Non-Collusion Affidavit
DOC #8	Affirmative Action Affidavit
DOC #9	Political Contribution Disclosure Form
DOC #10	Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: ThyssenKrupp Elevator

Title of Authorized Representative: National Account Manager

Mailing Address: 114 Town Park Dr Suite 300 Kennesaw, GA 30144

Signature:

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: ThyssenKrupp Elevator

Title of Authorized Representative: National Account Manager

Mailing Address: 114 Town Park Dr Suite 300 Kennesaw, GA 30144

Signature:

DOC #3

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

6/25/15
Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent

6/25/15

Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor Jeff Jaudes

ThyssenKrupp Elevator

Address 114 Town Park Dr Suite 300

Kennesaw, GA 30144

Phone 972-365-6128

Fax 866-385-5571

Offeror

Signature

JEFF JAUDES

Printed Name

NATIONAL ACCOUNT MANAGER

Position with Company

Authorizing Official

Signature

Jeff Jaudes

Printed Name

National Account Manager

Position with Company

DOC #6

OWNERSHIP DISCLOSURE FORM

(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: ThyssenKrupp Elevator

Street: 114 Town Park Dr Suite 300

City, State, Zip Code: Kennesaw, GA 30144

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Jeff Jaudes *, an authorized representative of* ThyssenKrupp Elevator Corporation *, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
ThyssenKrupp Elevator Corporation is a wholly owned subsidiary of ThyssenKrupp Americas Corp.		
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/25/2015
Date

Authorized Signature and Title

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name:
Street:
City, State, Zip Code:

State of New Jersey

County of HUDSON

I, KIM MATTHEWS *of the* CRANFORD
Name *City*

in the County of MIDDLESEX, *State of* NEW JERSEY *of full age, being duly sworn according to law on my oath depose and say that:*

I am the VICE-PRESIDENT *of the firm of* THYSENKRUPP
Title *Company Name*

the offeror making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

THYSSENKRUPP
Company Name

Authorized Signature & Title

Subscribed and sworn before me

this 23rd day of June, 2015

Notary Public of New Jersey
My commission expires June 5, 2017
SEAL

NICOLE BUCHANAN
Notary Public - State of New Jersey
Commission # 2421565
My Comm. Expires June 5, 2017

DOC #8

AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Company Name: THYSSENKRUPP
Street: 125 MOEN AVE.
City, State, Zip Code: CRANFORD, NJ 07016

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

1. *A photo copy of their Certificate of Employee Information Report* _____

OR

2. *A complete Affirmative Action Employee Information Report (AA302)* _____

Public Work – Over $50,000 Total Project Cost:

A. *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education* _____

B. *Approved Federal or New Jersey Plan – certificate enclosed* _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6.23.2015
Date

J.M. Matthews - DISTRICT VICE-PRESIDENT
Authorized Signature and Title

RECEIVED
MAY 01 2014
THYSSENKRUPP ELEVATOR

State of New Jersey

CHRIS CHRISTIE
Governor
KIM GUADAGNO
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM
P.O. BOX 206
TRENTON, NJ 08625-0206

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

ISSUANCE OF CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a $75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and $150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Enclosure(s) (AA-01 Rev. 11/11)

Certification 1303

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAY-2014 to 15-MAY-2017

THYSSENKRUPP ELEVATOR AMERICAS
5925 TILGHMAN STREET
ALLENTOWN PA 18104

Andrew P. Sidamon-Eristoff
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

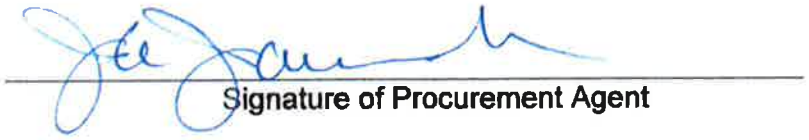
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges,

universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

DOC #9

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	ThyssenKrupp Elevator		
Address:	114 Town Park Dr Suite 300		
City:	Kennesaw	State: GA	Zip: 30144

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Jeff Jaudes	National Account Manager
	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
No Political Contributions were made.			$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ___ of _____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			$

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2 __

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires

(Corporate Seal)

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Please see Tab 6 Pages 4-13 Thyssenkrupp Elevator holds this pricing information for the members a trade secret and would like to be considered from release through the Public Information Act. We are requesting this to keep our competitors from accessing our pricing. We have no issue with the membership having access to this pricing information.

June 25,, 2015

Date

Authorized Signature & Title
Jeff Jaudes, CEI
National Account Manager

Maintenance Agreement - In Reference to TCPN contract
for the Protection of Vertical Transportation Equipment

A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this _____day of _____, 2015 by and between _____ _____, having an address of _____ _____(hereinafter referred to as "Purchaser"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

B. The Purchaser is engaged in the ***DESCRIBE*** business either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and

C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser (hereinafter referred to as "NFA Location Riders"). The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

(a) Each individual NFA Location Rider (as specified at the time of ordering by the Purchaser). An NFA Location Rider shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
(b) This Agreement;
(c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered NFA (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust and

lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

Pledge of Purchaser Satisfaction

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any NFA Location Rider, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement and any NFA Location Rider. The reviews will take place in order to:

a) Monitor the effectiveness and efficiency with which this Agreement and any IFA Location Rider are being implemented;
b) Agree to mutual objectives and timescales;
c) Assess the overall performance of this Agreement by each party;
d) Review business implications, targets and risks;
e) Review whether this Agreement is being conducted in the spirit it was intended; and
f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP:

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have

no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder. Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

5. **BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

6. **ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

7. **EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed NFA Location Riders:

7.1 TRACTION ELEVATORS:

Service Provider agrees to and shall maintain the traction elevator equipment described on any NFA Location Riders on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the NFA Location Rider. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the NFA Location Rider. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed NFA Location Riders under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

7.3 ESCALATORS:

Service Provider agrees to and shall maintain the escalator equipment described on any NFA Location Riders under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

8. PARTS INVENTORY

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

9. TESTING

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.

10. COMPLIANCE WITH LAWS:

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

11. TERM:

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of five (5) years commencing on _____ and shall automatically be renewed for successive five (5) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial five (5) year period, or ninety (90) days before the end of any subsequent five (5) year renewal period. Time is of the essence.

The term (length of contract) of maintenance agreements signed under the TCPN Contract may exceed the term of the TCPN Agreement. The terms and conditions of the TCPN Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the TCPN members request provided they are in accordance with local laws and regulations.

All work is to be performed during our regular working hours of our regular working days unless otherwise specified below.

This contract includes callback service during our regular working hours.

For any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our usual billing rates.

12. AFTER HOURS WORK

All Services are to be provided during Service Provider's regular working hours of its regular working days unless otherwise specified below.

For fully executed NFA Location Riders with specified Properties marked as "**Gold,**" for any overtime work requested by the Purchaser, Purchaser agrees to pay Service Provider overtime labor at Service Provider's normal billing rates, including travel time, travel expenses, and time spent on the Property.

For fully executed NFA Location Riders with specified Properties marked as "**Platinum,**" for any overtime work requested by the Purchaser, Purchaser agrees to pay Service Provider for the difference between regular and overtime labor at Service Provider's normal billing rates, including travel time, travel expenses, and time spent on the Property.

For fully executed NFA Location Riders with specified Properties marked as "**Platinum Premier,**" for overtime calls involving one mechanic, Service Provider will include Service Provider's services at no additional cost.

13. PRICING:

The price of Contractor's service as herein stated shall be (See Pricing Sheets) per month, payable in advance. The price as set forth herein is subject to increase in the event the existing equipment is modified from its present state. A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. Time is of the essence.
The Monthly Payment Amount shall be subject to review and adjustment for maintenance agreements at the end of each 12 month period thereafter or beginning with expiration of any maintenance period on Equipment. 80% of the Agreement price shall be adjusted to reflect any increase or decrease in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining 20% shall be adjusted to reflect any increase or decrease in material costs based on the Producer

Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. Total price escalations shall be no more than 5% in any one (1) year period. Contractor shall provide thirty (30) day advance notification to Purchaser of pending price adjustment for both labor and material. Pricing Schedules will be adjusted annually on Jan. 1 of each year to coincide with the wage adjustments.
The words "fringe benefits" mean employee benefits granted in addition to direct hourly labor rate, and include, but are not limited to, accruals for pensions, vacations, paid holidays, group life and group health insurance. Fringe benefits shall not include any direct or indirect costs based on labor.

This Agreement is subject to the terms and conditions herein, all of which are hereby accepted.

14. INDEMNITY AND LIABILITY:

Contractor shall hold harmless and indemnify Purchaser, its managing agent, and employees against all loss or liability, demands, judgments, expenses (including attorney's fees), claims or actions based upon or arising out of damages or injury (including death) to persons or property, including property owned, leased or borrowed, incurred by or sustained in connection with the performance of this Agreement to the extent caused by the acts, omissions, or negligence of Contractor, its subcontractors, managing agents, servants or employees, or based upon Contractor's violation of any statute, ordinance, building code or regulation. Contractor's obligations under this paragraph do not include any injuries or damages, if any, that arise out of or result from the negligence or concurrent negligence of Purchaser, its managing agent, or other indemnitee.

Contractor shall also indemnify Purchaser and Purchaser's managing agent against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor's employees engaged in the performance of the Services or otherwise in connection with this Agreement.

Contractor shall not be liable for any damages or delays caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any other cause beyond its control, and in no event shall Contractor be liable for special, indirect or consequential damages.

15. INSURANCE REQUIREMENTS:

At its sole expense, Service Provider shall carry and maintain throughout the term of any fully executed NFA Location Rider the insurance described below. The all risk and liabilities policies must each contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Purchaser.

Before the commencement of the Services, Service Provider shall submit to Purchaser a Certificate of Insurance showing that all insurance requirements have been met. If any policy expires during the term of any fully executed NFA Location Rider, it shall automatically be renewed and a new Certificate of Insurance shall be sent immediately to Purchaser.

Workers' Compensation	Statutory Limits
Employer's Liability	$1,000,000 each accident $1,000,000 policy limit-disease $1,000,000 disease-each employee
General Liability	

This shall include all major divisions of coverage and be on a commercial occurrence form. It shall include premises operations, products and completed operations, contractual, and personal injury.

Limits Primary:	$2,000,000 each occurrence – BI & PD $2,000,000 general aggregate $2,000,000 personal injury & adv. Injury

Automobile Liability and Property Damage

This shall be on an occurrence basis with a combined single limit of $2,000,000. It shall include all automobiles owned, leased, hired or non-owned.

16. PURCHASER RESPONSIBLITIES:

Product Information. Purchaser agrees to provide Service Provider with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement. Purchaser agrees to authorize Service Provider to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back up of the software embodied therein. These items will remain Purchaser's property.

Safety. Purchaser agrees to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. Purchaser agrees to report immediately any condition that may indicate the need for correction before the next regular examination. Purchaser agrees to shut down the equipment immediately upon manifestation of any irregularities in operation or appearance of the equipment, notifying Service Provider at the address and phone number listed on any fully executed NFA Location Rider at once, and written notice within ten (10) days after any occurrence or accident in or about the elevator. Purchaser agrees to provide Service Provider's personnel a safe place in which to work. Service Provider reserves the right to discontinue work in the building whenever, in Service Provider's sole opinion, Service Provider's personnel do not have a safe place in which to work. Purchaser agrees to provide a suitable machine room including secured doors, waterproofing, lighting, ventilation and heat to maintain the room at a temperature of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

Other. Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed NFA Location Rider. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed NFA Location Rider, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that NFA Location Rider and this Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the NFA Location Rider, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the NFA Location Rider.

Items Not Covered. Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

17. EXCLUSIVITY

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider for a period of five (5) years from the date that this Agreement is fully executed.

18. EXCUSABLE DELAYS

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any NFA Location Rider if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

19. TERMINATION AND REMEDIES

19.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any NFA Location Rider with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreement or such NFA Location Rider. Termination of an NFA Location Rider shall not have effect on other existing NFA Location Riders, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

19.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement, or any NFA Location Rider.

20. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser, use subcontractors for the performance of any Services purchased by the Purchaser under a NFA Location Rider. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under a NFA Location Rider or this Agreement.

21. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

22. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

23. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable NFA Location Rider shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable NFA Location Rider is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable NFA Location Rider is located as to all matters and disputes arising out of this that NFA Location Rider.

22.7 The liability of the Service Provider under this Agreement and any NFA Location Rider shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable NFA Location Rider.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

23 NOTICES:

Every notice or other communication to be given by either party to the other with respect to this Agreement or any fully executed NFA Location Rider, shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

FILL IN THE CONTACT INFORMATION FOR USA OPERATIONS FOR PURCHASER HERE

ThyssenKrupp Elevator Corporation
114 Town Park Drive NW, Suite 300
Kennesaw, GA 30144
Attn: National Account Manager

24. FEDERAL PROVISIONS/ACTS:

Contractor shall comply with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the rehabilitation Act of 193, Vietnam Era Veteran's Readjustment Act of 1974, 38 U.S.C. 4212 and 41 CFR Chapter 60. Contractor shall support Equal Employment Opportunity and Affirmative Actions Compliance programs.

Contractor covenants and agrees to comply in all respects with the Immigration Reform and Control Act of 1986 (PL99-603) and all rules and regulations adopted pursuant thereto, and agrees to indemnify and hold Purchaser harmless of and from any claims and/or demands asserted against Purchaser and/or any costs or expenses suffered or incurred by Purchaser, including attorney's fees, as a result of Contractor's failure or alleged failure to comply with such Act, rules and regulations.

Purchaser's acceptance of this agreement and its approval by an executive officer of Contractor will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict. This proposal and contract is hereby accepted

This Agreement has been prepared in duplicate, of which each party has received a copy.

FILL IN NAME OF PURCHASER	*ThyssenKrupp Elevator Corporation*
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

ThyssenKrupp Elevator

Repair Order

Date:

Attention: [Building Owner]
Address: [Street Address]
City: [City, ST ZIP]

Building: [Building Name]
Address:
City:
Service contract #:

Telephone: [Phone number]

Purchaser authorizes ThyssenKrupp Elevator to perform the following described repair work on the subject elevator(s) in the above building:

You agree to pay as follows: 50% down , balance upon completion.

This Repair Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator

Purchaser's acceptance of this Repair Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Repair Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Repair Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

Accepted:

[PURCHASING COMPANY NAME]

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

THYSSENKRUPP ELEVATOR CORPORATION
[Street Address]
[City, ST ZIP]

By: _____
(Signature of ThyssenKrupp Elevator Representative)
[Name of ThyssenKrupp Elevator Rep]
[Phone Number]

Date: _____

Approved by: _____

Title: [Manager's title] Date: _____

Terms and conditions.

ThyssenKrupp Elevator assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that we do not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

We have made no examination of, and assume no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator, our officers, agents and employees from and against any and all claims, demands, suits, and proceedings brought against us or our employees of any nature whatsoever, including but not limited to loss, damage, injury or death that are alleged to have arisen from or alleged to be in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment, specifically including claims or losses alleged or proved to have arisen from the negligence of ThyssenKrupp Elevator or our employees, except that your duty to indemnify does not apply to claims or losses determined to be caused or resulting from the sole negligence of ThyssenKrupp Elevator or our employees.

You expressly agree to name ThyssenKrupp Elevator as an additional insured in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure us for those claims or losses referenced in the above paragraph, and for claims or losses arising from the sole negligence of ThyssenKrupp Elevator or our employees. You hereby waive the right of subrogation.

We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, acts of God, or any other cause beyond our control, and in no event shall we be liable for consequential damages.

Should loss of or damage to our material, tools or work occur at the erection site, you shall compensate us therefore, unless such loss or damage results from our own acts or omissions.

You agree that all existing equipment removed by ThyssenKrupp Elevator shall become the exclusive property of ThyssenKrupp Elevator.

We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, we may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

You shall bear all cost(s) for any reinspection of our work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

All applicable sales and use taxes, permit fees and licenses imposed upon us as of the date of this proposal, are included in the contract price. You agree to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from you or ThyssenKrupp Elevator on account thereof, by any law enacted after the date of this proposal.

A service charge of 1 ½% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, you agree to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury and do further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Los Angeles, California.

The rights of ThyssenKrupp Elevator under this agreement shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event your acceptance is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this proposal shall govern in the event of conflict.

TKPlan

ThyssenKrupp Elevator Americas

ThyssenKrupp

TKPlan

Elevators are a major capital investment and a vital part of your building's operation and image. When properly managed, the lifespan of your vertical transportation can last longer and operate smoothly, thus increasing your building's value. Otherwise, as the performance of your elevator declines, so does the value of your building. As your business partner, ThyssenKrupp Elevator developed a proactive process to help you maximize your return on investment (ROI).

By partnering with ThyssenKrupp Elevator, you'll have the expertise of America's largest elevator company. Our team of professional account managers, experienced field technicians and knowledgeable repair managers work together to evaluate the current status of your equipment and determine what upgrades may be needed to achieve the maximum life span of your equipment.

TKPlan: An Asset Management Tool

ThyssenKrupp Elevator offers a consultative approach to evaluate your vertical transportation needs. Our comprehensive TKPlan service analyzes, reviews and provides recommendations and solutions for extending the life of your elevators.

This strategic approach has four steps:

1. **Perform Extensive Surveys on Existing Equipment**
   Where all aspects of your vertical transportation system, including current code standards, speed, ride quality, equipment, safety, and aesthetics are measured and evaluated.

2. **Evaluate Historical Performance**
   Review past service issues to determine if any improvement opportunities exist.

3. **Identify Optimal Opportunities**
   Findings from Steps 1 and 2 are reviewed to recommend opportunities to improve performance and increase ROI based on code requirements, aesthetics, performance, safety and liability reduction, timing, scope involved.

4. **Capital Planning**
   We will offer segmented upgrades or complete modernizations in various categories to assist in prioritizing and budgeting your long-term requirements.

TKPlan Solutions

We provide our clients with a "TKPlan at a Glance," which presents your elevator priorities over a multi-year period. Examples of our solutions may include upgrades, segmented upgrades or complete modernizations.

Upgrades

Upgrades represent a smart investment toward improving the performance and extending the longevity of your elevator equipment. ThyssenKrupp Elevator offers the industry's largest inventory of genuine quality parts for ThyssenKrupp Elevator, Dover, and other manufacturers' equipment (OEM).

Segmented Upgrades

ThyssenKrupp Elevator provides several MOD packages with innovative and cost effective solutions. Our seamless modernizations are made possible through cutting-edge technology. Segmented upgrades include interiors, fixtures, controllers, power units, jacks, doors and hoisting equipment. If needed, ThyssenKrupp Elevator also offers a solution for different control systems to interface during modernization.

Complete Modernizations

If a full replacement is necessary, ThyssenKrupp Elevator understands that a successful execution of a modernization project in an existing, occupied building must be of minimum inconvenience to passengers. We have a staff of technicians and engineers whose only business is modernization. They are experienced in every type of modernization project for every type of elevator.

benefits.

TAPlan Benefits

- Explores opportunities to maximize the return on your investment.
- Recommendations are customized for your building requirements and goals.
- Modernizations can be spread among multiple budget cycles.
- A consultative approach that gives you a full understanding of our recommendations for extending the life of your elevators.

Upgrade and Modernization Benefits

- Satisfied tenants who are a testament of the success of your building.
- Improved elevator operation, safety and aesthetics.
- Reduced operating costs.
- Reduction in long-term maintenance costs by performing preventative upgrades.
- Increased energy-efficiency with ThyssenKrupp Elevator's newest technology.

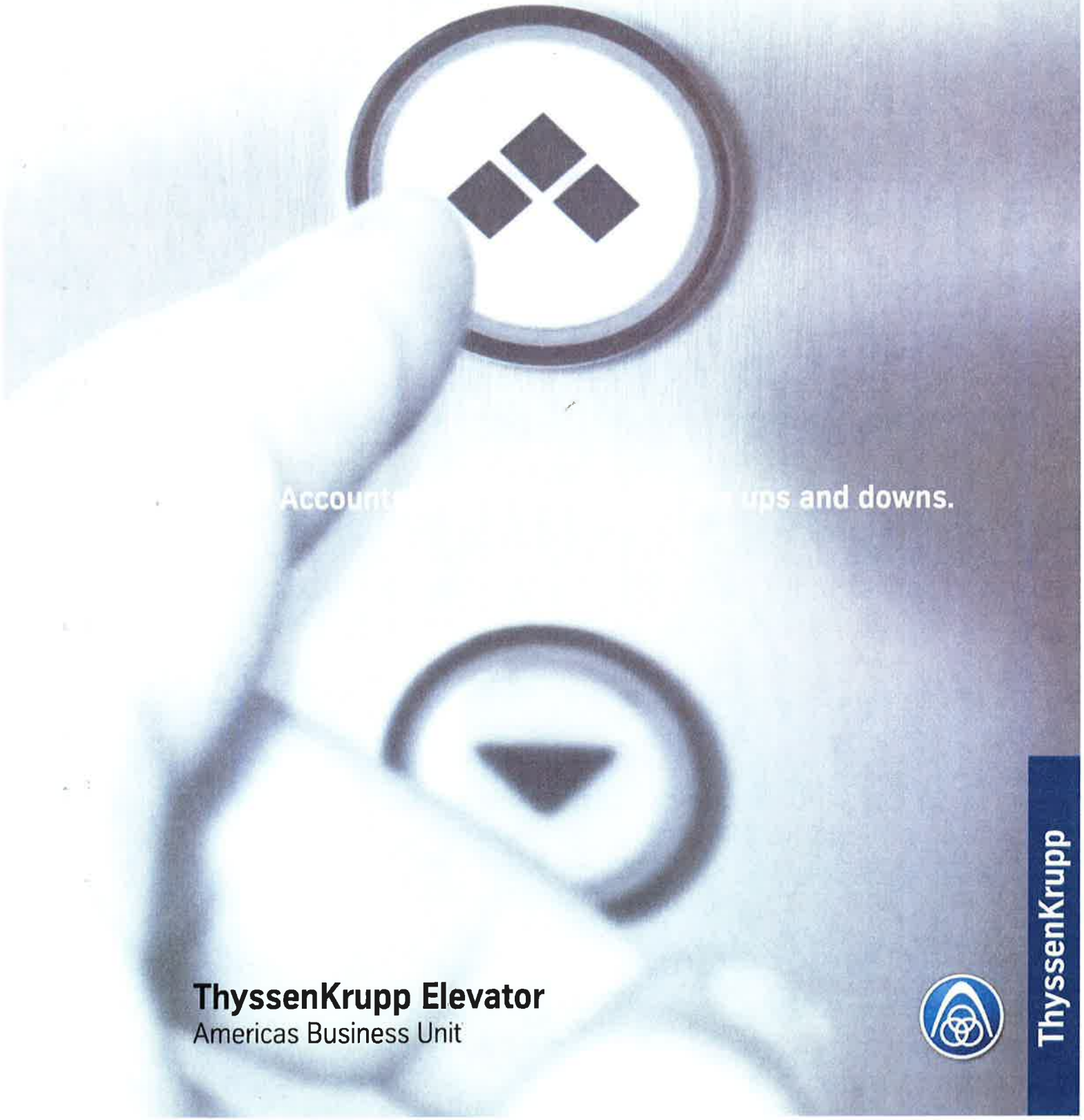
Our extensive survey looks at all components of your vertical transportation system. Every aspect is evaluated, including hoisting equipment, electrical components, signals and fixtures, interior aesthetics and entrances.

Partnership

By working together in a proactive manner, we can help you provide seamless service to your tenants.

Contact 877.230.0303 or your local ThyssenKrupp Elevator Account Manager for details.

National Accounts



ThyssenKrupp Elevator
Americas Business Unit

ThyssenKrupp

At ThyssenKrupp Elevator, we understand that vertical transportation maintenance needs of large companies come in all shapes and sizes. What you need is a single source to handle them all. A source that listens, gets to know the way you do business, and then tailors solutions to suit your demands. One that is dedicated to the investment of your buildings. With our National Accounts program, ThyssenKrupp Elevator becomes your partner and the single stop for any elevator.

Unparalleled Customer Service

ThyssenKrupp Elevator encompasses the global resources of a Fortune 100 company, yet we move the world one customer at a time. And while we have the largest geographic coverage of any elevator company in North America, we offer individualized solutions with customer service that is second to none. In fact, our program allows you a single point of contact for all of your elevator needs. Your National Accounts representative is supported by the latest technology, highest quality and best service in the industry. So no matter how many buildings you manage or how many different brands you operate, National Accounts is ready to handle them all with the outstanding advantages & benefits that only ThyssenKrupp can offer:

- We are the leading vertical transportation company in the Americas. No one knows more about your elevators, escalators and moving walks.
- "Made in America" - We are the only major elevator manufacturer and installer of complete elevator systems in the United States.
- Our Parts Warehouse maintains the largest parts inventory in the industry. This, in conjunction with our service technician and branch locations, creates an extensive network of parts available within a 24-hour period.
- Your National Accounts Representative is a single point of contact for all inquiries, for all of your company's locations.
- We offer individualized solutions and support for multiple locations.
- Our billing options are customizable to suit your accounting needs.
- TKE's TEAM*Service* maintenance program is backed by 5,700 certified service technicians and International Technical Services - Americas, where the industry's best and brightest researchers and technicians are available 24/7.
- We service all major elevator brands, including Otis, KONE, Schindler and Fujitech. Over one-third of our 250,000 service contracts cover other manufacturers' equipment.
- Our state-of-the-art technologies include VISTA Remote Monitoring, VIEW and SoundNet.
- Our SoundNet Call Center monitors elevator telephones 24/7, dispatching service calls and answering after hour business calls throughout North America. Our representatives are trained to handle emergency situations and dispatch proper help.
- Our Service technicians are equipped with sophisticated diagnostic tools that other manufacturers do not have.
- We gain your confidence through superior and consistent standards as ensured through our Quality Assurance program.
- ThyssenKrupp Elevator has an unmatched history of service. Without a doubt, we will be here when you need us!

Our History

In the late 1990's, Germany's two largest and oldest steel companies merged to become one of the largest corporations in the world. ThyssenKrupp AG expanded its presence into the Americas with several acquisitions, including Dover Elevator. The result is the largest elevator company in the Americas and the third largest world-wide. ThyssenKrupp Elevator is the market leader in manufacturing, installation, modernization and service of elevators, escalators and moving walks.

Superior Account Management

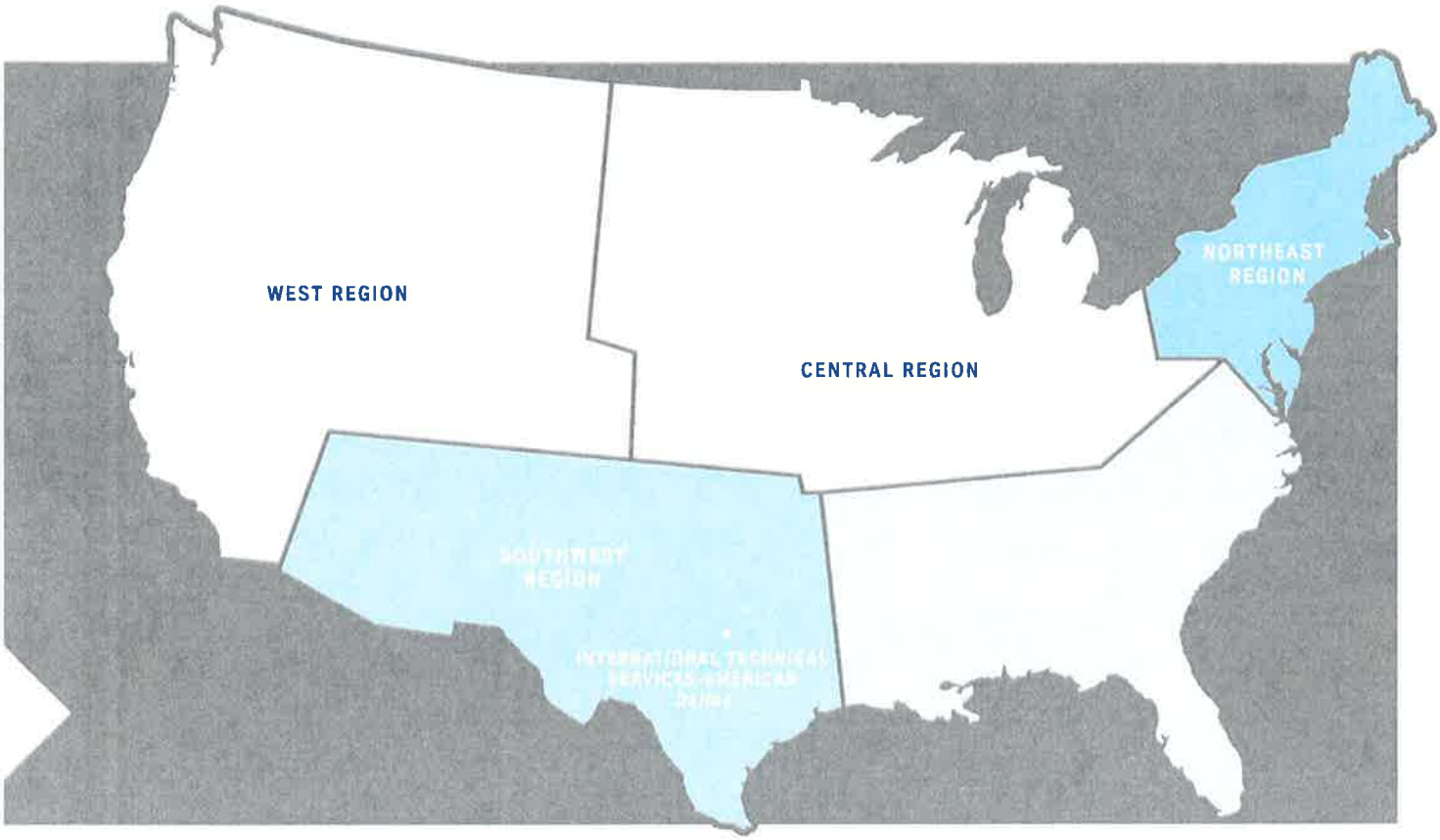
ThyssenKrupp Elevator's approach is to manage our national accounts from a customer's perspective by working in concert with our entire corporate and field organization, ensuring that we deliver unparalleled service, outstanding communication and reduction of risk for our national customers. We offer a full range of services to accomplish these objectives, including:

- Market assessment
- Project assessment
- Information gathering
- Marketing plan development
- Preparation and presentation
- Terms negotiations

Our regional offices are strategically placed throughout the United States. For more information about our National Accounts program, email us at nationalaccounts@thyssenkruppelevator.com or call us toll-free at 800-824-9666.

"Since entering into a National agreement with ThyssenKrupp Elevator, Duke Realty has realized increased savings and excellent performance in the maintenance of its elevators."

- John Rogers, Duke Realty



TEAM*Service*:
Technology makes it possible. Commitment makes it work.

Dedication to Exceptional Service

ThyssenKrupp Elevator concentrates the full national resources of the world's most advanced maintenance organization to the local service of your elevators. We call it TEAM*Service*. And we deliver it hands-on through 5,700 certified technicians in over 300 service locations across the continent, all wired into a national system that trains, equips and supports them as no other company can. Our promise to you is that there is a ThyssenKrupp service technician right where you are, within 75 miles of every elevator in America. By incorporating ITS-Americas, VISTA Remote Monitoring, VIEW and SoundNet, along with our internal Quality Assurance program, ThyssenKrupp has become the market leader in maintenance.

International Technical Services - Americas

Our maintenance team consists of not just the service representative you see, but also hundreds of highly trained professionals. At the heart of our innovative and successful team is our nationally-renowned ITS-Americas Center. At ITS-Americas, our technicians learn via state-of-the art equipment, hands-on instruction and classroom training. Their ongoing research and design activity incorporates original elevator manufacturer designs to ensure that our service technicians have the most current technologies available. The technicians and engineers at ITS-Americas design diagnostic tools for Otis, Schindler, KONE and Fujitech, which allows them to identify problems and solutions with pinpoint accuracy. National Accounts of ThyssenKrupp Elevator can assure you that our technical repair facility stands ready to provide support for your equipment - no matter who made it.

VISTA Remote Monitoring

VISTA Remote Monitoring is the next best thing to having a trained service technician on your premises 24 hours a day, seven days a week. Offered as a supplement to our service contracts, this communications device searches for any sign that your elevator is not performing to standards. If VISTA Remote Monitoring sees trouble in the making with a critical event, your local office is notified so that a service technician may take action. Many times, we make service calls and repairs before you are even aware of a problem.

ThyssenKrupp Elevator is your single source for all your maintenance needs.

VIEW

ThyssenKrupp Elevator offers a secure website that enables you to monitor your service activity anytime and anywhere in the world with a few clicks of a mouse. VIEW is user-friendly and customizable, allowing you to run and re-run any reports that you want to see.

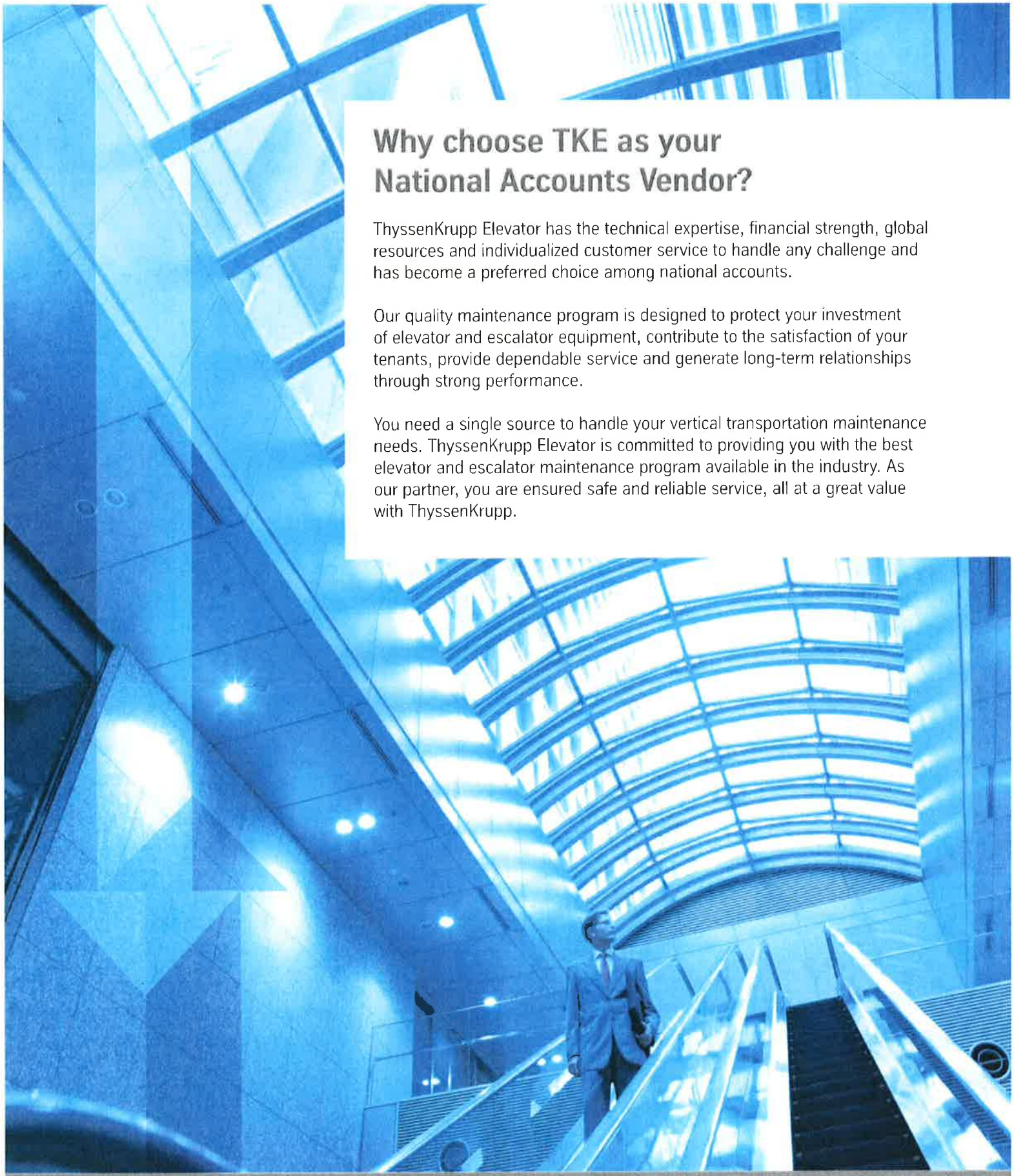
SoundNet

SoundNet Emergency Communications, your around-the-clock safety net, is our 24/7 emergency call center. All calls from the elevator go directly to our state-of-the-art call center, where trained professionals assess the situation and dispatch the proper assistance.

Unmatched Quality

ThyssenKrupp Elevator's Quality Assurance is second to none. Our elevator components are of the highest quality. We manufacture our elevators and parts according to exacting standards, so you know that you can expect the durability and performance that ThyssenKrupp Elevator is famous for. Our internal control program ensures optimum and reliable operation of your elevator equipment. And, you can expect that same kind of quality in our maintenance coverage.

ThyssenKrupp Elevator is committed to having a service plan that will work for any National Account and we will customize our maintenance agreement to compliment your needs. ThyssenKrupp Elevator understands the importance of satisfying your expectations and showing you our commitment to service. We want to give you peace of mind when it comes to your vertical transportation equipment.



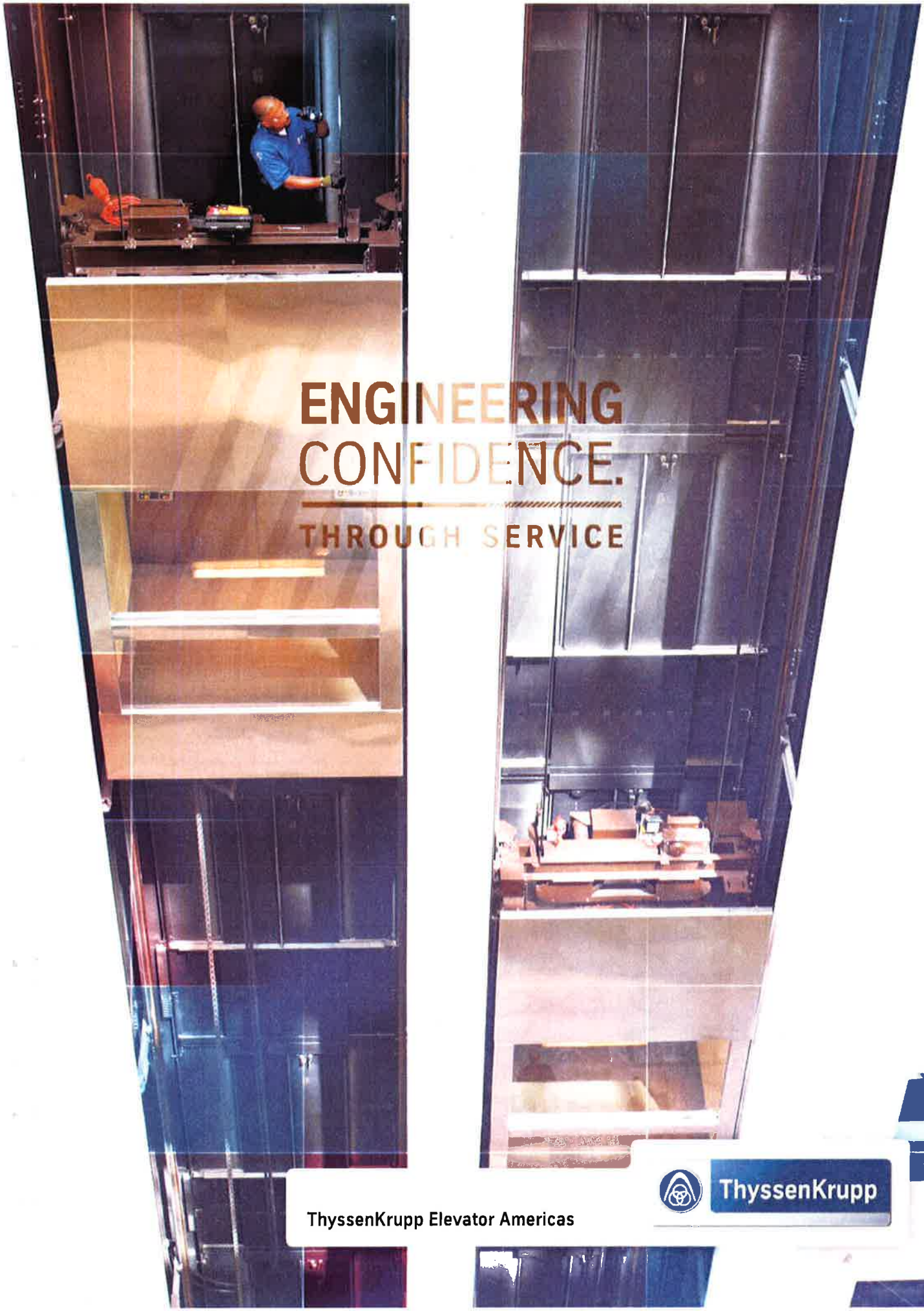
Why choose TKE as your National Accounts Vendor?

ThyssenKrupp Elevator has the technical expertise, financial strength, global resources and individualized customer service to handle any challenge and has become a preferred choice among national accounts.

Our quality maintenance program is designed to protect your investment of elevator and escalator equipment, contribute to the satisfaction of your tenants, provide dependable service and generate long-term relationships through strong performance.

You need a single source to handle your vertical transportation maintenance needs. ThyssenKrupp Elevator is committed to providing you with the best elevator and escalator maintenance program available in the industry. As our partner, you are ensured safe and reliable service, all at a great value with ThyssenKrupp.

With ThyssenKrupp Elevator, you can experience what many hotel chains, retail establishments, large corporations, airports and educational institutions already have: "Individualized Attention with Global Resources."



ThyssenKrupp Elevator Americas

ThyssenKrupp

Here at ThyssenKrupp Elevator we say, "we engineer confidence." We take this statement seriously. It means our 13,500 highly trained experts work each day to build, install, maintain, and modernize elevators, escalators, and moving walks safely.

As the largest producer of elevators in the Americas with over 200 locations, you can be confident that we have the size and resources to support you, whenever and wherever you need us. Our technicians are on the road day and night, never far away from your equipment.

WE know ELEVATORS

We know equipment shutdowns are unacceptable. That's why we have invested in a team of hardworking employees with long tenures and a passion for the business, whose number one focus is keeping your elevators on the move.

A modern elevator is a combination of hundreds of heavy duty mechanical and sensitive electronic parts. Elevators are engineered to keep people safe, so if the machine detects a problem the entire unit shuts down. That is why we offer comprehensive preventative maintenance to keep your elevators operating at their best. It helps avoid major replacements and increases the life cycle of your elevator while optimizing energy efficiency. That means it is good for the environment and your bottom line.

You can be confident your equipment is being maintained by partners who are committed to protecting your investment. Our Maintenance Control Program (MCP) is standard on every escalator and elevator we maintain and includes all the necessary documentation to meet ASME A17.1-8.6 requirements.

EXPERTS YOU CAN trust

From a safety standpoint, you want to hire someone you can trust — a company that specializes in servicing all kinds of elevators, not just the ones they manufacture. Our ITS Americas (International Technical Services) facility offers our mechanics the latest in diagnostic tools, troubleshooting support, PC board repair, and technical training. This support is backed by our field engineers, available 24 hours a day, who are among the most skilled experts in the industry.

Our field engineers' range of knowledge extends to non-ThyssenKrupp Elevator equipment. Acquired equipment is used to build in-house simulators — 75 in total — that play a pivotal role in both training and writing service manuals. All this is done to support our technicians so they understand how most elevators on the market work — inside and out.

At ITS, we repair thousands of PC boards and critical components that operate almost every manufacturer's equipment, even types that are especially hard to find. Since 1997, over 101,000 boards have been serviced. That means our customers don't spend days waiting for elevator parts — in most cases, they can get them next day which means less elevator downtime and happier tenants.

WE'RE here TO HELP

When something *does* go wrong, you want to know someone is there to help. That's why ThyssenKrupp Elevator Communications answers elevator telephones 24 hours a day, 365 days a year. Our highly trained staff currently handles over one million calls a year, is capable of translating up to 135 different languages, and strives to keep response time below ten seconds.

As far as some of the tools we offer, VISTA remote monitoring tracks elevator systems and predicts troubleshooting issues. It also flags any decline in performance, so we can fix little problems before they get big. Of course, nothing substitutes hands-on inspection, but VISTA is a perfect compliment that saves you time and money.

PROVIDING peace OF MIND

We know your time is valuable and schedules are tight — that's why we created our Customer Service Portal. With a few clicks of a mouse, you can monitor your service activity over a secure website any time. It is complete with dashboards that include data on each elevator under service and customizable reporting.

Reporting includes information on:

- *Callback frequency*
- *Callback count*
- *Unit availability*
- *Work orders by type*
- *Response time*
- *Callback mean time*

SERVICE IS A partnership

Any machinery that gets constant use requires constant care. For elevators, that means regular inspection and adjustments through preventative maintenance. But even with the best care, elevators sometimes break down and that is when your service package levels really matter. You see, we've got you covered — in a church where the elevator is used one day a week or a hospital where it is moving 24 hours a day, 365 days a year — we have the right service package for you.

So, should your elevator in fact stop running, we are a phone call, an email, or a short car ride away. And because our mechanics are so well trained, it is likely they will get you running in no time. We have parts inventories on hand and board repair at ITS, so you don't have to worry about waiting long for parts. And most importantly, because there are so many of us, in so many places, someone is always close by.

Like any good partnership, we are in it for the long haul. That's why we have a group of professionals ready to help you understand and plan your elevator's life cycle and necessary capital expenditures. Capital planning is no longer a nice-to-have — it is an imperative, and we are here to help.

SERVICES / PACKAGES	Platinum Premier	Platinum	Gold	Silver	Bronze
Quality Assurance	●	●	●	●	●
Service Requests During Normal Hours	●	●	●	●	
Preventative Maintenance Repair	●	●	●	◐	◐
Parts Repair and Replacement	●	●	●	◐	
Customer Service Portal	◐	◐	◐		
ThyssenKrupp Elevator Communications	◐	◐	○	○	○
Annual Safety Testing	◐	◐	○	○	○
VISTA	◐	◐	○	○	
After-Hours Emergency Service Requests	●	◐			

● *Included* ○ *Optional*
◐ *Limited or Conditional* *Not Included*

Should you have multiple or nationwide locations, we also have an entire national accounts team dedicated to customers like you. Their goal is to make sure that your experience is streamlined and that you deal with one person for contracts, billing, etc.

minimizing ENVIRONMENTAL IMPACT

At the end of the day, you want to know you don't have to worry about your elevators or escalators. You also want to know the company you have partnered with is doing the right thing. That is why we publish a corporate sustainability report every two years — so you can see for yourself.

For us sustainability and safety are not taglines or marketing gimmicks — they are what we do every day, from our operations to the materials we use in our products. In fact, when we found out that the use phase of an elevator's life had the biggest environmental impact through Life Cycle Analysis (LCA) — we started working on ways to make our existing products even more efficient. Features like automatic fan and light shutoff and LED lights to make sure you only use the energy you need, and regenerative drives to put extra energy back into your building. We even codeveloped a canola-based fluid for hydraulic elevators that actually saves operating energy and is classified as a USDA biopreferred product.

Currently we make about 2.9 million site visits a year — that's a lot of driving. So we decided that our fleet needed to be evaluated for efficiency opportunities — and we definitely found some. In the last four years, we have reduced our fuel use by over 2 million gallons by right-sizing our vehicles and moving towards alternative fuels like propane and electric.

Enhanced Portfolio | Unified Focus | Continued Trust

June 13, 2016

Mr. Jeff Jaudes
National Account Manager
ThyssenKrupp Elevator
114 Town Park Drive, Suite 300
Kennesaw, Georgia 30144

Re: Renewal Award of Contract # R150801

Dear Mr. Jaudes:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on February 23, 2016 National IPA~TCPN is pleased to announce that ThyssenKrupp has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 ESC on June 30, 2015, and subsequent performance thereafter:

Contract

Elevator Equipment, Service, Repair & Related Services

The contract will expire on September 30, 2017, completing the second year of a possible five-year term contract. If your company is not in agreement, please contact National IPA~TCPN immediately.

The partnership between ThyssenKrupp and Region 4 can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions or concerns, please feel free to contact Clint Pechacek at clint.pechacek@nationalipa.org or 713.554.7349.

Sincerely,

Deborah Bushnell

Deborah Bushnell, CTSBO
Contract Manager

Meeting Date: 11/01/2016

Approve purchase of Freightliner per Buyboard Contract 430 13

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of one freightliner for Williamson County Road and Bridge per Buyboard Contract 430-13 for a total purchase of $182,775.65.

Background

Per the Freightliner of Austin quote, the total purchase amount per Buyboard Contract pricing is $182,775.65. This price includes extended warranties: Engine 5 year/200k, Transmission 5 year/Unl plus the Buyboard fee. The vendor quote is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Vendor Quote per Buyboard Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/25/2016 04:08 PM
Form Started By: Jewel Walker		Started On: 10/25/2016 01:38 PM
Final Approval Date: 10/25/2016		

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-17-2016

PURCHASING NAME			TELEPHONE
Williamson County			512-943-3368
ADDRESS	**CITY**	**STATE**	**ZIP CODE**
3151 SE Inner Loop	Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2017	Freightliner	M2-106	Order	

MILEAGE:

Contract #430-13

2017 Freightliner M2-106 chassis per specs	69,840.00
to accommodate asphalt dist	
Etnyre Centennial 2000 Gal dist	109,742.65
to include requested options	
Extended Warranties:	
Engine 5yr/200K	2,225.00
Trans 5yr/Unl	568.00
Tx Buy Board fee (per PO)	$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller , *Freightliner of Austin* , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale. "

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	182,775.65
PAYOFF TO:		**Trade Allowance**	
ADDRESS:		**Trading Difference**	
		Sales Tax	
GOOD UNTIL:		**Vehicle Inventory Tax**	
QUOTED BY:		**License Fee**	
SHOW LEIN TO:	Body Type:	**Documentary Fee**	
ADDRESS:	License Wt.:	**Federal Excise Tax**	
	State Insp.:	**TOTAL SALE PRICE**	182,775.65
DATED: LIEN AMOUNT $	License:	**Payoff on Trade**	
DRAFT FOR $	Title:	**Ext. Service Agreement**	
DRAFT THRU:	Transfer:	**Less Deposit**	
ADDRESS:		**Total Balance Due**	182,775.65

COOPER EQUIPMENT CO.

17474 Judson Road San Antonio, TX 78247
Phone (210) 657-5151 Fax (210) 657-5871

September 12, 2016

Williamson County Fleet Operations
Mr. Randy Rogers; Director, Fleet Services
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Attn: Mr. Jeff Ivey, Asst. Director, Road & Bridge

Randy, Direct: 512.943.3368
Randy, Fax: 512.943.3398
Randy, Cell: 512.
Jeff, Cell: 512.639.0144
rrogers@wilco.org
jivey@wilco.org

BuyBoard Quotation to Williamson County Fleet Services
***For:* Road & Bridge Department**
TASB / BuyBoard Contract # 424-13, October 1, 2013

2017 Etnyre Centennial Distributor Body, 2,000 Gallon Tank	$	91,200.00
2 in. Dial Thermometer	$	Std.
Power Wash Down System	$	520.00
Variable Spray Bar w/ 1 ft. Hydraulic Folding Wing, ea. side (18 ft total)	$	15,000.00
Power Bar Latch		Included
Install Standard Nozzles (P/N 3352205)		Included
Series 90 H.D. Hydraulic Pump, (4.57 CID)	$	2,000.00
PTO off Trans, includes PTO	$	700.00
Two LPG Burners	$	10.00
Texas Railroad Commission Specs. For LPG System	$	900.00
Wet Storage Box w/drain plug & hinged lid	$	300.00
Bar circulate override switch for suckback tube	$	150.00
Tank Isolation Switch - On / Off	$	150.00
Rubber Load Hose, 12' X 3", w/Camlocks, 1-Cap,2 ea - Male & Female	$	675.00
Total List Price, 2017 Etnyre Cent. Distributor Body, per above specs	**$**	**111,605.00**
Less: 7 % Contract Discount	**-**	**7,812.35**
Sale Amount	**$**	**103,792.65**
Factory Freight, PDI, Delivery, Training	**$**	**5,950.00**
Contract Sale Amount	**$**	**109,742.65**
2017 Freightliner M2 Truck-Chassis w/Auto Trans- Two Speed Axle	**$**	**69,840.00**
BuyBoard Motor Vehicle Contract Fee	**$**	**400.00**
Contract Sale Amount	**$**	**179,982.65**
Total Sale Amount for Two (2) Units	**$**	**359,563.30**

NOTE: PURCHASE CO-OP PRICES GOOD THROUGH OCTOBER, 2016

Delivery: Approximately 90 Days, ART
[ART - After Receipt of Truck: Truck to be shipped to Etnyre from Freightliner]
Etnyre Distributor Std. Body Warranty: One Year - Parts & Labor
Freightliner Truck Std. Warranty: Two Year "Bumper to Bumper", Unlimited Miles

Optional Warranty: Truck Engine - 5Yr / 200,000 miles	***$***	***2,225.00***
Allison Trans - 5Yr / Unlimited miles	***$***	***568.00***

[Per TMV Law, Body to be Sold, Titled & Licensed by a Authorized Franchise Motor Vehicle Dealer]
Purchase Order to be issued to: Freightliner of Austin; 1701 Smith Rd.; Austin, TX 78721
Attn: Tom Standard, tstandard@ftl1.com, Cell 512 468 7270

Respectfully Submitted, _____ Rick Chapman, District Manager

Prepared for:
Rick Chapman
Cooper Equipment
17474 Judson Rd
San Antonio, TX 78247
Phone: 210-867-6133

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

Rick Chapman,

2017 Freightliner M2-106 chassis for Etnyre asphalt unit chassis includes Cummins ISB 250 hp, Allison 3500RDS auto trans with 2 speed rear axle, set up for transmission PTO operation. Drop shipped to Etnyre. Updated 8-30-16

Thanks ,

Tom Standard

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QUOTATION

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
21065T 21,000# R-SERIES 2-SPEED SINGLE REAR AXLE
23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
12,000# DUAL TAPERLEAF FRONT SUSPENSION
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
4800MM (189 INCH) WHEELBASE
11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
2275MM (90 INCH) REAR FRAME OVERHANG

			PER UNIT		TOTAL
VEHICLE PRICE	**TOTAL # OF UNITS (1)**	$	69,640	$	69,640
EXTENDED WARRANTY		$	200	$	200
DEALER INSTALLED OPTIONS		$	0	$	0
CUSTOMER PRICE BEFORE TAX		**$**	***69,840***	**$**	***69,840***
TAXES AND FEES					
TAXES AND FEES		$	0	$	0
OTHER CHARGES		$	0	$	0
TRADE-IN					
TRADE-IN ALLOWANCE		$	(0)	$	(0)
BALANCE DUE	**(LOCAL CURRENCY)**	**$**	**69,840**	**$**	**69,840**

COMMENTS:
Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
Please indicate your acceptance of this quotation by signing below:

Customer: X_____ Date: ___ / ___ / ___.

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Rick Chapman
Cooper Equipment
17474 Judson Rd
San Antonio, TX 78247
Phone: 210-867-6133

Prepared by:
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AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

QUOTATION DETAILS

EXTENDED WARRANTY				
TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $550 CAP	$	200	$	200

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

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SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-14M	M2 PRL-14M (EFF:10/05/15)		
Data Version			
DRL-028	SPECPRO21 DATA RELEASE VER 028		
Vehicle Configuration			
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503
004-217	2017 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-002	LIQUID BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 21000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 33000.0 lbs		
Truck Service			
AA3-003	TANK BODY		
AF4-99D	EXPECTED EMPTY BODY WEIGHT : 0.0 lbs		

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Data Code	Description	Weight Front	Weight Rear
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine			
101-2NT	CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM		
Electronic Parameters			
79A-075	75 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-016	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG17 BUT NOT FINAL GHG17 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
133-004	ONE PIECE VALVE COVER		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-1D8	(2) ALLIANCE MODEL 1131, GROUP 31, 12 VOLT MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES, NON FCCC ONLY		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		

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Data Code	Description	Weight Front	Weight Rear
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
131-013	AIR COMPRESSOR DISCHARGE LINE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-035	HORTON HT650 FRONTAL AIR ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
266-078	950 SQUARE INCH ALUMINUM RADIATOR		
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		

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Data Code	Description	Weight Front	Weight Rear
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-010	PHILLIPS-TEMRO 750 WATT/115 VOLT BLOCK HEATER	4	
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transmission			
342-584	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB		
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		

Prepared for:
Rick Chapman
Cooper Equipment
17474 Judson Rd
San Antonio, TX 78247
Phone: 210-867-6133

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

Data Code	Description	Weight Front	Weight Rear
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment			
400-1A6	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE		
402-021	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
427-001	FRONT BRAKE DUST SHIELDS	5	
409-021	SKF SCOTSEAL PLUS XL FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
536-050	TRW THP-60 POWER STEERING		
539-003	POWER STEERING PUMP		
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
40T-001	ORGANIC SAE 80/90 FRONT AXLE LUBE		
Front Suspension			
620-1F0	12,000# DUAL TAPERLEAF FRONT SUSPENSION	42	
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
62H-998	NO FRONT SUSPENSION SPRING BRACKET OPTIONS		
410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment			
420-182	21065T 21,000# R-SERIES 2-SPEED SINGLE REAR AXLE		90
421-037	6.17/8.42 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		

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Data Code	Description	Weight Front	Weight Rear
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
451-023	CONMET CAST IRON REAR BRAKE DRUMS		
425-002	REAR BRAKE DUST SHIELDS		
440-021	SKF SCOTSEAL PLUS XL REAR OIL SEALS		
426-074	HALDEX GOLDSEAL LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
876-004	ELECTRIC OVER AIR CONTROL WITH INDICATOR LAMP FOR 2-SPEED REAR AXLE		
87C-001	LOW RANGE TWO-SPEED DEFAULT WITH IGNITION OFF		
898-002	AIR SHIFTER FOR 2-SPEED REAR AXLE		
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension			
622-1MJ	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		110
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
Brake System			
018-002	AIR BRAKE PACKAGE		
490-100	WABCO 4S/4M ABS WITHOUT TRACTION CONTROL		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20	
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		

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E-Mail: tstandard@ftl1.com

Data Code	Description	Weight Front	Weight Rear
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT		
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT		
30L-998	NO HIGH CURRENT TRAILER/BODY CABLE		
Wheelbase & Frame			
545-480	4800MM (189 INCH) WHEELBASE		
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	70	130
552-054	2275MM (90 INCH) REAR FRAME OVERHANG		
55W-008	FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-30	130
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 123.45 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 120.45 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 308.39		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 123.45 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 108.66 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 132.51 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS		
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks			

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E-Mail: tstandard@ftl1.com

Data Code	Description	Weight Front	Weight Rear
204-192	50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20	
218-005	RECTANGULAR FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-084	ALLIANCE FUEL FILTER/WATER SEPARATOR WITH PRIMER PUMP		
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2C5	HANKOOK AL11 11R22.5 14 PLY RADIAL FRONT TIRES	8	
094-2C6	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES		60
Hubs			
418-056	CONMET PRESET PLUS IRON FRONT HUBS		
450-056	CONMET PRESET PLUS IRON REAR HUBS		
Wheels			
502-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS		
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS		
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTS		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
65X-003	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		

Prepared for:
Rick Chapman
Cooper Equipment
17474 Judson Rd
San Antonio, TX 78247
Phone: 210-867-6133

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Tom Standard
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1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

Data Code	Description	Weight Front	Weight Rear
727-1AM	DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	8	
726-001	SINGLE ELECTRIC HORN		
728-002	DUAL HORN SHIELDS		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-038	INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
302-047	LED AERODYNAMIC MARKER LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	8	
663-013	TINTED WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab Interior			
707-1AK	OPAL GRAY VINYL INTERIOR		
706-013	MOLDED PLASTIC DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-001	DASH MOUNTED ASH TRAYS AND LIGHTER		
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
694-010	IN DASH STORAGE BIN		
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
742-007	(2) CUP HOLDERS LH AND RH DASH		

Prepared for:
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Cooper Equipment
17474 Judson Rd
San Antonio, TX 78247
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Tom Standard
FREIGHTLINER OF AUSTIN
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AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

Data Code	Description	Weight Front	Weight Rear
680-006	GRAY/CHARCOAL FLAT DASH		
860-004	SMART SWITCH EXPANSION MODULE		
720-002	2-1/2 LB. FIRE EXTINGUISHER	5	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
284-023	(1) 12 VOLT POWER SUPPLY IN DASH		
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES	10	
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-1DC	BASIC HIGH BACK NON SUSPENSION PASSENGER SEAT		
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
763-032	3 POINT FIXED D-RING RETRACTOR DRIVER AND PASSENGER SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
732-004	GRAY DRIVER INSTRUMENT PANEL		
734-004	GRAY CENTER INSTRUMENT PANEL		
870-001	BLACK GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		

Prepared for:
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Cooper Equipment
17474 Judson Rd
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Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
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AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

Data Code	Description	Weight Front	Weight Rear
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
746-1B3	AM/FM/WB RADIO WITH BLUETOOTH AND MICROPHONE, FRONT USB PORT, FRONT AND REAR AUXILIARY INPUTS AND J1939	10	
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
162-011	IDLE LIMITER, ELECTRONIC ENGINE		
329-010	TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
81Y-001	PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		

Prepared for:
Rick Chapman
Cooper Equipment
17474 Judson Rd
San Antonio, TX 78247
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FREIGHTLINER OF AUSTIN
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AUSTIN, TX 78721
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E-Mail: tstandard@ftl1.com

	Data Code	Description	Weight Front	Weight Rear
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-003	MARKER LIGHT/HEADLIGHT SWITCH WITH SEPARATE INTERRUPTER FOR CLEARANCE LIGHTS		
	882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
	298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
	869-998	NO MISCELLANEOUS GAUGES		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	98K-998	NO FUEL TANK CABINET PAINT		
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX		
	963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance				
	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options				
	998-001	CORPORATE PDI CENTER IN-SERVICE ONLY		

TOTAL VEHICLE SUMMARY

Weight Summary

Prepared for:
Rick Chapman
Cooper Equipment
17474 Judson Rd
San Antonio, TX 78247
Phone: 210-867-6133

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Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

	Weight Front	Weight Rear	Total Weight
Factory Weight+	6252 lbs	4108 lbs	10360 lbs
Total Weight+	6252 lbs	4108 lbs	10360 lbs

Extended Warranty

WAG-010	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE $550 CAP

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

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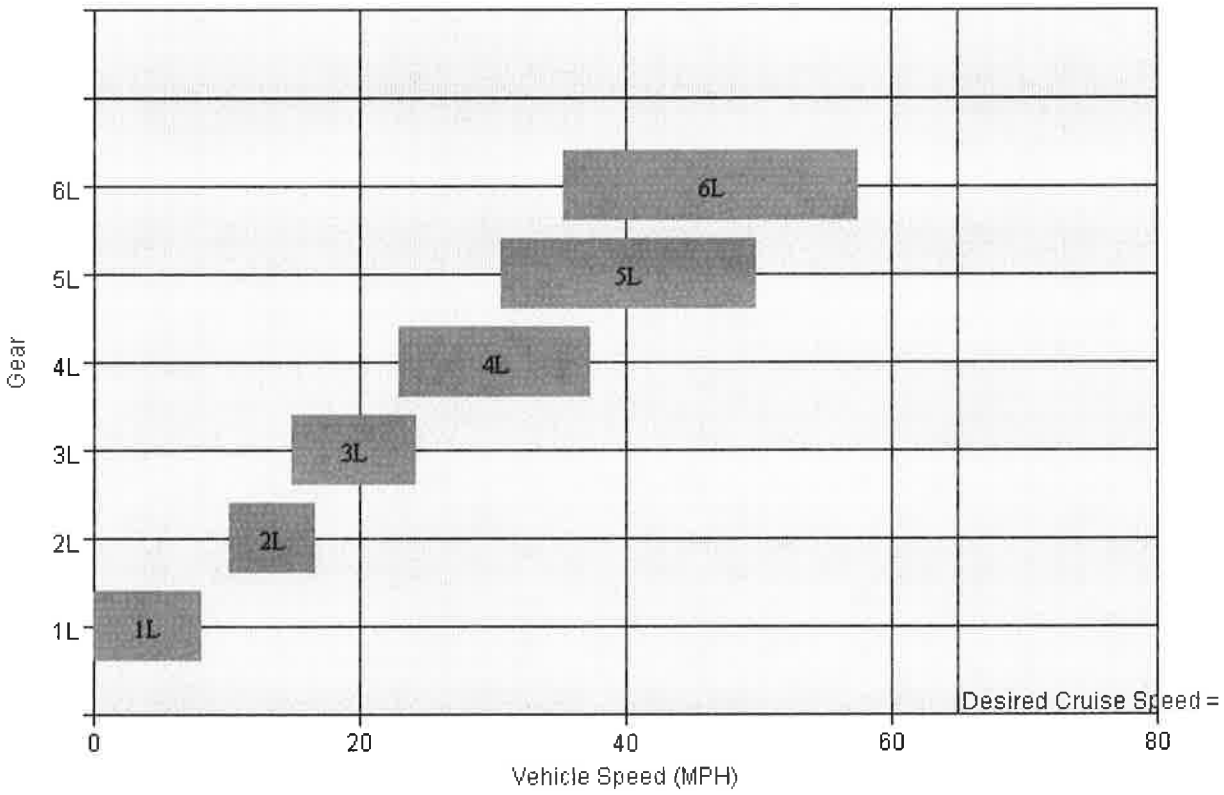
OPERATING RANGE



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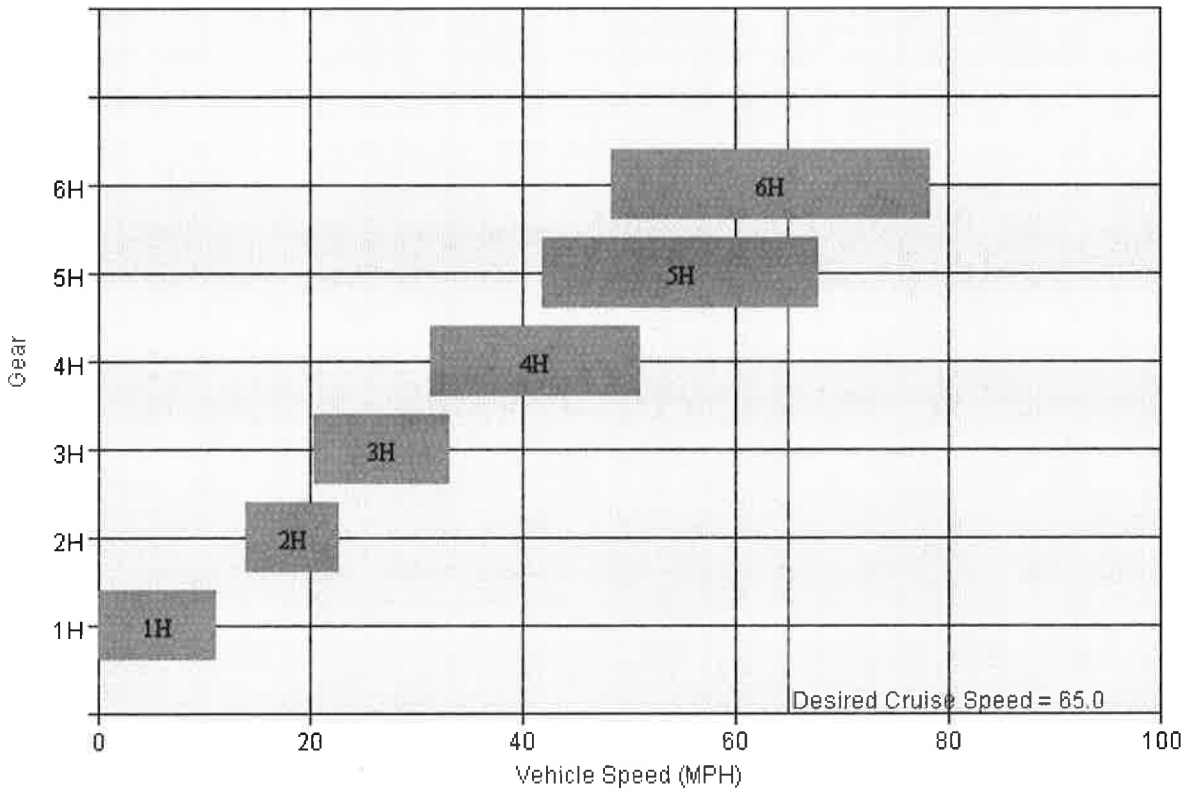

VEHICLE SPECIFICATIONS SUMMARY - OPERATING RANGE

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Desired Cruise Speed (mph)	65.0
Engine (101)	CUM ISB 6.7-250 250 HP @ 2300 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM
RPM at Peak Torque	1600
Governed RPM	2600
Transmission (342)	ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: LL	N/A
Gear Ratio: L	N/A
Gear Ratio: 1	4.59
Gear Ratio: 2	2.25

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Gear Ratio: 3 ..... 1.54
Gear Ratio: 4 1
Gear Ratio: 5 ..... 0.75
Gear Ratio: 6 ..... 0.65
Gear Ratio: 7 ..... N/A
Gear Ratio: 8 ..... N/A
Gear Ratio: 9 ..... N/A
Gear Ratio: 10 ..... N/A
Gear Ratio: 11 ..... N/A
Gear Ratio: 12 ..... N/A
Gear Ratio: 13 ..... N/A
Gear Ratio: 14 ..... N/A
Gear Ratio: 15 ..... N/A
Gear Ratio: 16 ..... N/A
Gear Ratio: 17 ..... N/A
Gear Ratio: 18 ..... N/A
Auxiliary Transmission (352) ..... NO AUXILIARY TRANSMISSION
Low Gear Ratio ..... N/A
High Gear Ratio ..... N/A
Transfer Case (373) ..... NO TRANSFER CASE
Low Gear Ratio ..... N/A
High Gear Ratio ..... N/A
Rear Axle (420) ..... 21065T 21,000# R-SERIES 2-SPEED SINGLE REAR AXLE
Number of Speeds 2
Rear Axle Gear Ratio(s) ..... 6.17/8.42 REAR AXLE RATIO
Rear Tires (094) ..... HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES
Revolutions per Mile 496

TABLE SUMMARY - OPERATING RANGE

Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1L	4.59	8.41	38.60	0	8.1
2L	2.25	8.41	18.92	10.2	16.6
3L	1.54	8.41	12.95	14.9	24.3
4L	1.00	8.41	8.41	23.0	37.4
5L	0.75	8.41	6.31	30.7	49.9
6L	0.65	8.41	5.47	35.4	57.5

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Transmission Gear	Transmission Gear Ratio	Rear Axle Ratio	Overall Gear Ratio	Minimum Speed (MPH)	Maximum Speed (MPH)
1H	4.59	6.17	28.32	0	11.1
2H	2.25	6.17	13.88	13.9	22.7
3H	1.54	6.17	9.50	20.4	33.1
4H	1.00	6.17	6.17	31.4	51.0
5H	0.75	6.17	4.63	41.8	68.0
6H	0.65	6.17	4.01	48.3	78.4

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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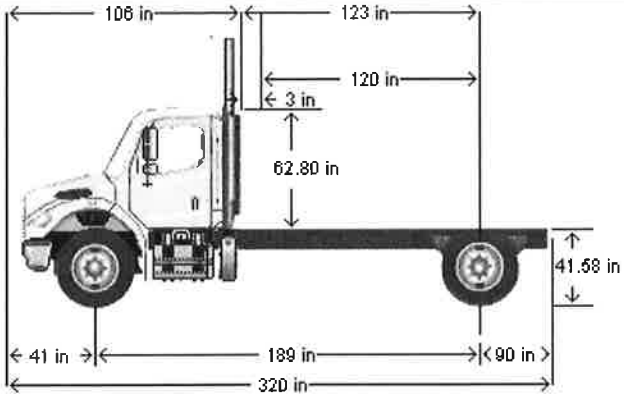
DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model M2106
Wheelbase (545) ..... 4800MM (189 INCH) WHEELBASE
Rear Frame Overhang (552) ..... 2275MM (90 INCH) REAR FRAME OVERHANG
Fifth Wheel (578) ..... NO FIFTH WHEEL
- Mounting Location (577) ..... NO FIFTH WHEEL LOCATION
- Maximum Forward Position (in) 0
- Maximum Rearward Position (in) 0
- Amount of Slide Travel (in) 0
- Slide Increment (in) 0
- Desired Slide Position (in) 0.0

Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682) ..... NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016) ..... RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS

Prepared for:
Rick Chapman
Cooper Equipment
17474 Judson Rd
San Antonio, TX 78247
Phone: 210-867-6133

Prepared by:
Tom Standard
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000
E-Mail: tstandard@ftl1.com

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	123.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	120.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	1.5
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	213.4
Cab Height (CH)	62.8
Wheelbase (WB)	189.0
Frame Overhang (OH)	90.0
Overall Length (OAL)	319.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	12000.0
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	21000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	33000
Expected GCW (lbs)	0.0
Front Axle (400)	DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620)	12,000# DUAL TAPERLEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS IRON FRONT HUBS
Front Disc Wheels (502)	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	HANKOOK AL11 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)	MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW THP-60 POWER STEERING
Rear Axle (420)	21065T 21,000# R-SERIES 2-SPEED SINGLE REAR AXLE
Rear Suspension (622)	23,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450)	CONMET PRESET PLUS IRON REAR HUBS
Rear Disc Wheels (505)	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	HANKOOK DL11 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509)	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

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	Front	Rear
Axle Component Weight Ratings		
Axles	12000	21000
Suspension	12000	23000
Hubs	14700	26000
Brakes	13200	22000
Wheels	14800	29600
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	12000	21000
GAWR (per axle system)	12000	21000
Expected Load (per axle system)	12000	21000
Vehicle GVWR Summary		
Calculated GVWR	33000	
Expected GVWR	33000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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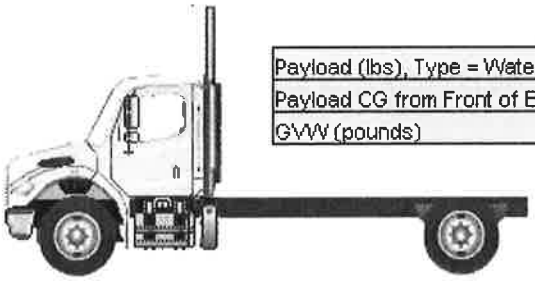
TRUCK WEIGHT



Payload (lbs), Type = Water Level	21726
Payload CG from Front of Body (ft)	7.5
GVW (pounds)	33000

Front
10433

Rear
22567

VEHICLE SPECIFICATIONS SUMMARY - TRUCK WEIGHT

Model M2106
Cab Size (829) ..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs) 12000.0
Expected Pusher Axle(s) Load (lbs) 0.0
Expected Rear Axle(s) Load (lbs) 21000.0
Expected Tag Axle(s) Load (lbs) 0.0
Expected GVW (lbs) 33000
Expected GCW (lbs) 0.0
Wheelbase (545) ..... 4800MM (189 INCH) WHEELBASE
Pusher / Tag Axle (443) ..... NO PUSHER OR TAG AXLE
Front Axle to Back of Cab (in) 65.551
Cab to Body Clearance (in) 3.0
Front Axle to Body (in) 68.551
Truck Configuration (AA3) ..... TANK BODY
  Body Length (ft) 15.0
  Body Weight (lbs) 0.0
  Body Horiz CG from Body Front (ft) 7.5
  Body Front to Rear Axle(s) CL (ft) 10.04
Driver Weight (lbs) 500.0
Driver Horizontal CG from Front Axle (in) 46.302
Left-Hand Fuel Tank (204) ..... 50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH
  Left Fuel Tank Horizontal CG (in) 47.34
Right-Hand Fuel Tank (206) ..... NO RH FUEL TANK
  Right Fuel Tank Horizontal CG (in) 0

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Cooper Equipment
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TABLE SUMMARY - TRUCK WEIGHT

Item	Front(s)	Rear(s)	Total
Chassis Tare	6252	4108	**10360**
Fuel / Oil	303	111	**414**
Driver	378	122	**500**
Dealer Installed Options	0	0	**0**
Accessories	0	0	**0**
Body	0	0	**0**
Truck Tare Weight	**6933**	**4341**	**11274**
Payload	3500	18226	**21726**
Calculated Axle Loads	**10433**	**22567**	**33000**
Expected Axle Loads / GVW	12000	21000	**33000**
GAWR / GVWR	12000	21000	**33000**
Payload CG From Front of Body		7.5 feet	
Payload CG From Front Axle		13.2 feet	
Payload Distribution		Water Level	
All weights displayed in pounds			

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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E-Mail: tstandard@ftl1.com

FRAME RBM

VEHICLE SPECIFICATIONS SUMMARY - FRAME RBM

Wheelbase (545) ..... 4800MM (189 INCH) WHEELBASE
Frame Rails (546) ..... 11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI(546)
Yield Strength (psi) 120000
Section Modulus (per rail) (cu in) 16.979
RBM (per rail) (lbf-in) 2040000
Inner Frame Reinforcement (547) ..... NO INNER FRAME REINFORCEMENT
Outer Frame Reinforcement (548) ..... NO OUTER FRAME REINFORCEMENT

TABLE SUMMARY - FRAME RBM

Item	Description / Value
Wheelbase	4800MM (189 INCH) WHEELBASE
Frame	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
Inner Frame Reinforcement	NO INNER FRAME REINFORCEMENT
Outer Frame Reninforcement	NO OUTER FRAME REINFORCEMENT
Yield Strength (psi)	120000
Section Modulus - per rail (cu. in.)	16.98
Frame RBM - per rail (lbf-in)	2037600

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 10-17-2016

PURCHASING NAME			TELEPHONE
Williamson County			512-943-3368
ADDRESS	**CITY**	**STATE**	**ZIP CODE**
3151 SE Inner Loop	Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2017	Freightliner	M2-106	Order	

MILEAGE:

Contract #430-13

2017 Freightliner M2-106 chassis per specs	69,840.00
to accommodate asphalt dist	
Etnyre Centennial 2000 Gal dist	109,742.65
to include requested options	
Extended Warranties:	
Engine 5yr/200K	2,225.00
Trans 5yr/Unl	568.00
Tx Buy Board fee (per PO)	$400.00

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller , *Freightliner of Austin* , hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the contract of sale. "

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	182,775.65
PAYOFF TO:		**Trade Allowance**	
ADDRESS:		**Trading Difference**	
		Sales Tax	
GOOD UNTIL:		**Vehicle Inventory Tax**	
QUOTED BY:		**License Fee**	
SHOW LEIN TO:	Body Type:	**Documentary Fee**	
ADDRESS:	License Wt.:	**Federal Excise Tax**	
	State Insp.:	**TOTAL SALE PRICE**	182,775.65
DATED: LIEN AMOUNT $	License:	**Payoff on Trade**	
DRAFT FOR $	Title:	**Ext. Service Agreement**	
DRAFT THRU:	Transfer:	**Less Deposit**	
ADDRESS:		**Total Balance Due**	182,775.65

Commissioners Court - Regular Session 40.

Meeting Date: 11/01/2016

Approving new Physio Agreement

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 Lucas Device Agreement for the term of 10/01/2016 - 09/30/2020, with Physio Control, Inc.

Background

Requested by Mr. Mike Knipstein, Deputy Director of Williamson County EMS; this is for three (3) new Lucas Devices and one (1) Lucas Device already on an Agreement that expires on August 4, 2017, that will continue its service on this Agreement effective August 5, 2017. Lucas Devices are used by emergency services to provide continuous chest compressions (CPR) to victims. The survival rates of victims increase when CPR is administered without interruption. This mechanical device allows that continuous coverage. This plan includes maintenance (inspections, repairs, etc.) and two (2) battery replacements. Quote reflects three line items: zone travel (charged for year 2-4) at $200/yr for $600.00, prorated fees - plus three (3) years on the device currently in place for $4,157.87, and charge for three (3) new devices for a four (4) year period for $13,950.00, for a total charge of $18,707.87 during the time frame of October 1, 2016 - September 30, 2020.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1 - Agreement

2 - Form 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/25/2016 04:08 PM

Form Started By: Sydney Richardson Started On: 10/25/2016 03:37 PM

Final Approval Date: 10/25/2016

Physio-Control, Inc
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To

WILLIAMSON CTY EMS
321 W 8TH ST
GEORGETOWN,TX 78627

Quote Number	00052315
Revision #	New
Created Date	9/8/2016
Sales Consultant	Trish Lundeen (425) 867-4785
FOB	Redmond, WA
Terms	All quotes subject to credit approval and the following terms and conditions
NET Terms	NET 30

Contact: John Gonzalez
Commander, Clinical Practice
(512) 943-1491 / (512) 966-8972
jgonzales@wilco.org

Coverage Period: 10/01/2016-9/30/2020
*Add 1 Lucas effective 8/05/17

Payable in ANNUAL Installments
15% discount on accessories and electrodes
Fax: 800-772-3340
FSR: Robert Oliver, WECC53

First Year Zone 3 Travel covered on PB17T420.

Promotion (RPLCSSVC) – LUCAS Svc Discount Expiration Date 12/8/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000119	Zone3: (51 to 100Mi) or (82 to 161Km)	3.00	200.00	0.00	200.00	600.00
LUCAS-OSCOMP-3-POS	LUCAS Service - 3 YEAR. On-site Comprehensive Coverage. Annual Payments.	1.00	4,157.87	0.00	4,157.87	4,157.87
LUCAS-OSCOMP-4	LUCAS Service - 4 YEAR. On-site Comprehensive Coverage.	3.00	6,200.00	-1,550.00	4,650.00	13,950.00

Subtotal	USD 18,707.87
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 18,707.87

Accepted: Physio-Control, Inc.

By: Jennifer Stawski

Title: Contract Coordinator

Date: 10-17-16

Pricing Summary Totals	
List Price Total	USD 23,357.87
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -4,650.00
Trade In Discounts	USD 0.00
Tax + S&H	USD 0.00

GRAND TOTAL FOR THIS QUOTE

USD 18,707.87

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number JS/19773001/97622

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than $200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.
In addition to the General Terms above, the following terms apply to all Physio Service Plans.
Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at http://www.physio-control.com/ServicePrograms.aspx for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").
Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.
Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.
Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.
Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.
Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.
Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.
No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.
Texas Prompt Payment Act Compliance: 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 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.
Right to Audit: Company agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that Williamson County shall have access during normal working hours to all necessary Company 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 Company reasonable advance notice of intended audits.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-127535

Date Filed:
10/21/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Physio-Control, Inc.
Redmond, WA 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 EMS

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.
00052315 (PB17T420)
4yr service plan

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

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

6 AFFIDAVIT

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

CHRISTOPHER G THOMAS
Notary Public
State of Washington
Commission Expires 10/01/2020

AFFIX NOTARY STAMP/SEAL ABOVE

Camila Carvalho, Contract Analyst
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Camila Carvalho, this the 24 day of October, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Christopher G Thomas | Notary Public
Printed name of officer administering oath | Title of officer administering oath

Commission date: 10/01/2020

Meeting Date: 11/01/2016

Purchase of Vehicles Oct 2016 - 2

Submitted For: Max Bricka Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any appropriate action to approve co-op purchases (BuyBoard Contract # 430-13) between Williamson County, Texas and Caldwell Country for (2) 2017 Chevy Tahoe PPV (1) 2017 Chevy Silverado (2) 2017 Chevy Tahoe SSV to support operations of Williamson County Sheriff's Office and Williamson County Office of Emergency Management.

Background

Purchasing has received request from the Sheriff's Office (3 vehicles for a total of $90,770) and Emergency Management (2 vehicles for a total of $80,238) to purchase vehicles using the BuyBoard Cooperative contract 430-13 with Caldwell Country. Quotes are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Emergency Management

Sheriff

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/26/2016 01:25 PM
County Judge Exec Asst.	Wendy Coco	10/26/2016 01:59 PM
Purchasing (Originator)	Kerstin Hancock	10/26/2016 02:03 PM
Form Started By: Thomas Skiles		Started On: 10/26/2016 08:09 AM
Final Approval Date: 10/26/2016		

QUOTE# 001-CAPQ13239 (GAN) CONTRACT PRICING WORKSHEET

End User: WILLIAMSON COUNTY OEM	Contractor: CALDWELL COUNTRY
Contact Name: GREGORY WILLIAMS	CALDWELL COUNTRY
Email: GREGORY.WILLIAMS@WILCO.ORG	Prepared By: Averyt Knapp
Phone #: 512-864-8268	Email: aknapp@caldwellcountry.com
Fax #: 512-864-8227	Phone #: 979-567-6116
Location City & State: GEORGETOWN	Fax #: 979-567-0853
Date Prepared: OCTOBER 20, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2017 CHEVROLET TAHOE 4X4 SSV CK15706	

A Base Price & Options:	$39,919

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LH PAR 46 SPOTLIGHT, SSV, 5.3L-V8, 6-SPD AUTOMATIC, AUXILARY BATTERY, 3.42 LOCKING REAR AXLE DIFFERENTIAL, CLOTH BUCKET, CENTER CONSOLE DELETE, CLOTH REAR BENCH, AMFM-STEREO W/BLUETOOTH, AIR CONDITION FRONT & REAR, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW HITCH, REAR VISION CAMERA, OFF ROAD PACKAGE, 265/65R18SL MT 114S BLACKWALL, 18" X 8.5" ALUMINUM WHEELS, ELECTRONIC AUTOTRAC TRANSFER CAS, UNDERBODY FRONT SHIELD, TOW HOOKS FRONT, REMOTE START, SINGLE KEY FLEET 6E2, DAYTIME HEADLAMP DELETE, KNN77-3082KP ENGINE COLD AIR INTAKE PERFORMANCE, PLASTIC PLUS PART #018698 PRISONER CAGE POWDER COAT GRAY, PLASTIX PLUS PART # 2015-TAH-FS-FULL SIZE CENTER	INCL			

	CONSOLE**IKNCLUDES DUAL CUP HOLDER ASSEMBLY AND LOCKING STORAGE AREA**INCLUDES CUTOUTS TO RELOCATE 110V PLUG AND 12V PLUG TO PASSENGER SIDE AND 2ND 12V PLUG AND MULTIMEDIA PLUG TO FACEPLATE, PASTIX PLUS PAR#ARM-ARM REST PAD, 3-PLASTIX PLUS PART #12VP-SINGLE 12V POWER PLUG WITH COVER, PLASTIX PLUS PART #12VUSB-DUAL USB CHARGER 12V INPUT 5V/2.1A OUTPUT, PLASTIX PLUS PART #11".5 COMPUTER POST, PLASTIX PLUS PART # RTPL-1 STEEL ROTATING PLATE, PLASTIX PLUS PART # MP-410 10" OFFSET PLATE, ALL WINDOWS LIMO TINT INCLUDING TINT GVER FACTORY WINDW TINT, PAINT CARGO BARRIER (BLACK), CAP FLEET INSTALLATION, PUSH BUMPER WITH INTEGRATED FOUR HEAD (ALL ½ RED AND ½ BLUE ION'S), SURFACE MT DUO ION RED/BLUE -MOUNT TO THE LEFT SID PUSH BUMPER, SURFACE MT DUO ION RED/BLUE -MOUNT TO THE RIGHT SIDE PUSH BUMPERAPX 7500 09 CONTROL HEAD				
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	WC OEM WILL ORDER OWN FACEPLATES AND RADIO'S (POC GREG WILLIAMS)				

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$39,919
Quantity Ordered	2
Subtotal E	$79,838
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: SILVER ICE	
H. Total Purchase Price (E+F)	$80,238

Estimated Delivery Date:	90-120 DAYS APPX

110335

QUOTE# 001

CONTRACT PRICING WORKSHEET

End User: WILLIAMSON COUNTY SHERIFF	Contractor: CALDWELL COUNTRY
Contact Name: TONY CARTER	CALDWELL COUNTRY
Email: TCARTER@WILCO.ORG	Prepared By: Averyt Knapp
Phone #:	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: GEORGETOWN	Fax #: 979-567-0853
Date Prepared: OCTOBER 16, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2017 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC15543

A Base Price & Options:	$27,210

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-SSV, 5.3L-V8, 6-SPD AUTOMATIC, 40-20-40 CLOTH SEAT (AZ3)W/POWER SEAT, KEYLESS ENTRY, POWER MIRRORS, POWER WINDOWS, TILT, CRUISE, AMFM-STEREO, AUXILARY LAMP RED/WHITE, TONNEAU COVER HARD TRI-FOLD, SHORT BOX, REAR STEP BUMPER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc…)

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$27,210
Quantity Ordered	1
Subtotal E	$27,210

F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD	$400
G. Color of Vehicle: GRAPHITE METALLIC	
H. Total Purchase Price (E+F)	$27,610

Estimated Delivery Date:	60-90 DAYS APPX

QUOTE# 002

CONTRACT PRICING WORKSHEET

End User: WILLIAMSON COUNTY SHERIFF	Contractor: CALDWELL COUNTRY
Contact Name: TONY CARTER	CALDWELL COUNTRY
Email: TCARTER@WILCO.ORG	Prepared By: Averyt Knapp
Phone #:	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: GEORGETOWN	Fax #: 979-567-0853
Date Prepared: OCTOBER 16, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2017 CHEVROLET TAHOE PPV CC15706	

A Base Price & Options:	$30,870

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-PPV, BLUE VELVET METALLIC EXTERIOR, 5.3L-V8, 6-SPD AUTOMATIC, 40-20-40 CLOTH FRONT & REAR, AMFM-STEREO CD W/BLUETOOTH, FULL RUBBER FLOOR, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW PACKAGE, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost
Subtotal C					

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D	INCL

QUOTE# 003

CONTRACT PRICING WORKSHEET

End User: WILLIAMSON COUNTY SHERIFF	Contractor: CALDWELL COUNTRY
Contact Name: TONY CARTER	CALDWELL COUNTRY
Email: TCARTER@WILCO.ORG	Prepared By: Averyt Knapp
Phone #:	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: GEORGETOWN	Fax #: 979-567-0853
Date Prepared: OCTOBER 16, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872
Product Description: 2017 CHEVROLET TAHOE PPV CC15706	

A Base Price & Options:	$31,580

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-PPV, BLACK EXTERIOR, FRONT LICENSE PLATE BRACKET, DOME LAMP 6C7, REMOTE START BTV, DAYTIME RUNNING LIGHT DELETE 9G8, ALUMINUM WHEELS Q5U, 5.3L-V8, 6-SPD AUTOMATIC, 40-20-40 CLOTH FRONT & REAR, AMFM-STEREO CD W/BLUETOOTH, FULL RUBBER FLOOR, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, DEEP TINT GLASS, RUNNING BOARDS, TRAILER TOW PACKAGE, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	
D Other Price Adjustments (Installation, Delivery, Etc…)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	$31,580
Quantity Ordered	1
Subtotal E	$31,580
F Non-Equipment Charges (Trade-In, Warranty, Etc…)	
BUY BOARD (INCL W/SSV PICKUP) (ONE $400 VFEE PER PURCHASE ORDER)	INCL
G. Color of Vehicle: BLACK	
H. Total Purchase Price (E+F)	$31,580

Estimated Delivery Date:	60-90 DAYS APPX

Commissioners Court - Regular Session 42.

Meeting Date: 11/01/2016

Purchase of Vehicles Oct 2016 - 3

Submitted For: Max Bricka Submitted By: Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve co-op purchases (HGAC Contract # VE11-15) between Williamson County, Texas and Sam Pack's Five Star Ford for (1) 2017 Ford Police Interceptor - Utility to support the operations of Williamson County EMS.

Background

Purchasing has received a request from Wilco EMS to purchase a vehicle in the amount of $25,896 using the HGAC cooperative contract VE11-15 with Sam Pack's FIve Star Ford. Quote is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EMS

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	10/26/2016 02:03 PM
County Judge Exec Asst.	Wendy Coco	10/26/2016 02:36 PM

Form Started By: Thomas Skiles Started On: 10/26/2016 08:14 AM

Final Approval Date: 10/26/2016

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	VE11-15	Date Prepared:	3-Dec

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	WILLIAMSON COUNTY EMS	Contractor:	Sam Pack's Five Star Ford
Contact Person:	MIKE KNIPSTEIN	Prepared By:	KEVIN MOORE
Phone:	512-943-1224	Phone:	888.835.3389
Fax:		Fax:	972.245.5278
Email:	Mknipstein@wilco.org	Email:	bidtx@spford.com

Product Code:	E16	Description:	2017 Ford Police Interceptor - Utility K8A (STOCK UNITS IN OR INBOUND)

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 22687

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Stock vehicle equiped as follows:		86P Front Headlamp LED cutouts	125
17A Aux Rear Air	610	87R Rear View Camera monitor in rear view mirror	N/C
17T Cargo Lamp	50		
18W rear door power window delete	25		
51R Driver side LED spot	395		
549 Power Mirror (Heated)	60		
595 Remote keyless entry	260		
60A Grille Wiring	50		
60R Noise Supression	100		
68G Rear Door Handles Disabled	35	Discount on selected options	-73.5
76R Reverse Sensing	275	**Subtotal From Additional Sheet(s):**	
86L Auto Headlamps	115	**Subtotal B:**	2026.5

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	24713.5	=	Subtotal D:	24713.5

E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 600

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
DELIVERY FEE 2.75 X 212 MILES	**583**		
		Subtotal F:	583

Delivery Date: **Vehs in production** **G. Total Purchase Price (D+E+F):** 25896.5

HGACBuy THE SMART PURCHASING SOLUTION

Meeting Date: 11/01/2016

Approve advertising for RFQ 1610-118 for Transportation Corridor A1 Development

Submitted For: Max Bricka Submitted By: Teri Jeffries, 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 qualifications for RFQ 1610-118 for engineering services for Transportation Corridor A1 Development.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor A1 from SH130 to FM3349.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM

Form Started By: Teri Jeffries Started On: 10/26/2016 01:21 PM

Final Approval Date: 10/27/2016

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Transportation Corridor A1 Development

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Dec 8, 2016 3:00:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Dec 8, 2016 3:00:00 PM CST

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1610-118
Transportation Corridor A1 Development

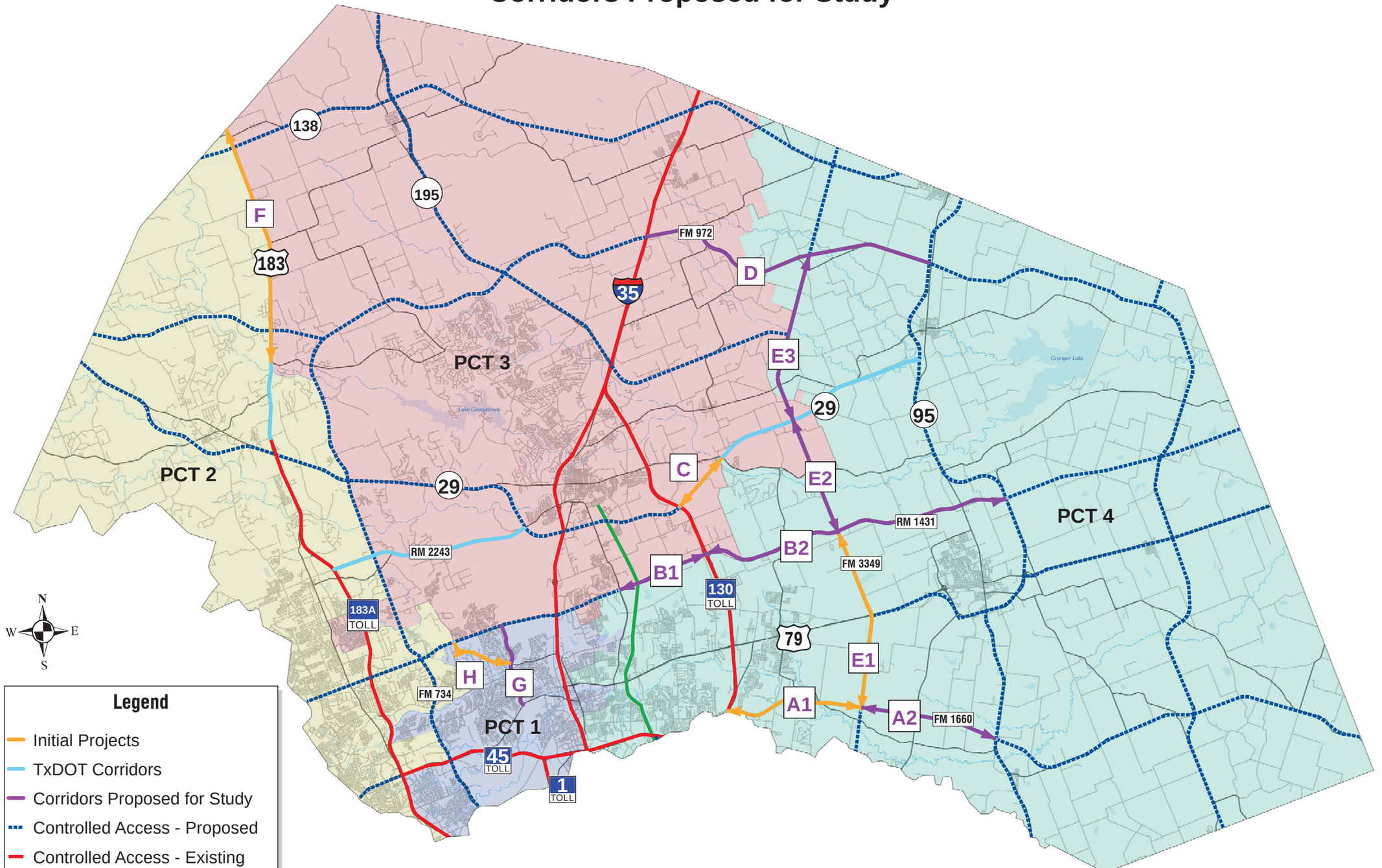
Bid Number	**1610-118**
Bid Title	**Transportation Corridor A1 Development**
Bid Start Date	**In Held**
Bid End Date	**Dec 8, 2016 3:00:00 PM CST**
Question & Answer End Date	**Dec 5, 2016 5:00:00 PM CST**
Bid Contact	**Teri Jeffries** **Senior Purchasing Specialist** **512-943-1553** **Teri.jeffries@wilco.org**
Contract Duration	**5 years**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**
Bid Comments	**Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor A1 SH130 to FM 3349.**

Item Response Form

Item	**1610-118--01-01 - Add all documents to this line item.**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1

Description
Add all documents to this line item.

Corridors Proposed for Study



Legend

- Initial Projects
- TxDOT Corridors
- Corridors Proposed for Study
- Controlled Access - Proposed
- Controlled Access - Existing
- Bus Transit Corridor - Proposed
- State Highways
- Non-State Roads

Revised: 10/17/2016

0 2.5 5 10 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

WILLIAMSON COUNTY 1848

Document Path: V:_Documents\URS Office Docs\Transportation Plan\Maps and Data\Maps\CorridorsProposedforStudy.mxd User Name: sjones

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a controlled access transportation corridor identified in the County's long range transportation plan.

TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

SCOPE OF SERVICES REQUESTED

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents and prepare estimates of probable cost for controlled access transportation corridors. The corridor may be selected to proceed immediately to full environmental clearance, final design and right of way acquisition. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance and utility coordination will not be required on this contract.

The transportation corridor included in this solicitation is Corridor A1 from SH 130 to FM 3349.

A map of the corridor is enclosed.

Bid Comments

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridors.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM. Note that Williamson County is soliciting qualifications for multiple corridor projects under separate and distinct RFQs. Each RFQ requires a separate and distinct response to the corridor's specific RFQ.

The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in January of 2017.
4. Page four: Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to corridor development projects.
5. Pages five and six: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to corridor development projects.
6. Page seven: Provide information regarding your understanding of the corridor.
7. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single sided pages.
8. Appendix B. Debarment and Licensing Certificate
9. Appendix C:: Conflict of Interest Statement

   NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement "and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

Evaluation and Scoring Criteria for the Statement of Qualifications

Evaluation Criteria	**Maximum Score Points**	**Please select a whole number from the list provided for each question** (Decimal scoring or unlisted rating scores are not permitted)
Project Manager's Experience/Qualifications with Similar Projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with public involvement	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Availability of Project Manager, task leads and relevant staff	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Understanding of Project	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Total Evaluation Points	120	

Evaluation and Selection process

Statements of Qualifications shall be evaluated and scored by a Williamson County evaluation and scoring committee using the Evaluation and Scoring Criteria included with the RFQ documents.

Subsequent to the initial scoring by the committee, Williamson County will schedule and conduct interviews with the highest scoring respondents in accordance with applicable county policies and regulations. Prior to the interviews, the top scoring respondents will be provided with the interview evaluation criteria. During the interviews, invited respondents shall address questions tailored to address the interview evaluation and scoring criteria.

The top ranking interviewee, for the particular corridor development, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County Bidsync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: _____ **("Engineer")**
ADDRESS: _____
PROJECT: _____ **("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

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

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

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

ARTICLE 3
ENGINEERING SERVICES

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

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

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

ARTICLE 4
CONTRACT TERM

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

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

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

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

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

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

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

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

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

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

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

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

_____
_____
_____
_____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

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

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

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

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

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: _____
_____
_____
_____

ARTICLE 32
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

States.

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

_____

By _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

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

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

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

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

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

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer 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 Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

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

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

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

2. **Travel Reimbursement**

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

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

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

   After Commissioners Court award of the contract, Williamson County must:
   (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

5
6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

5
6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:
Location:

Contact Name:
Title:

Question and Answers for Bid #1610-118 - Transportation Corridor A1 Development

Overall Bid Questions
There are no questions associated with this bid.

Meeting Date: 11/01/2016

Approve advertising for RFQ 1610-119 for Transportation Corridor C Development

Submitted For: Max Bricka Submitted By: Teri Jeffries, 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 qualifications for engineering services for Transportation Corridor C Development RFQ 1610-119.

Background

Williamson County is soliciting qualifications on engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor C from West of SH 130 to SH 29 near the San Gabriel River.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM
Form Started By: Teri Jeffries		Started On: 10/26/2016 03:23 PM
Final Approval Date: 10/27/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Transportation Corridor C Development

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Dec 8, 2016 3:00:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Dec 8, 2016 3:00:00 PM CST

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1610-119
Transportation Corridor C Development

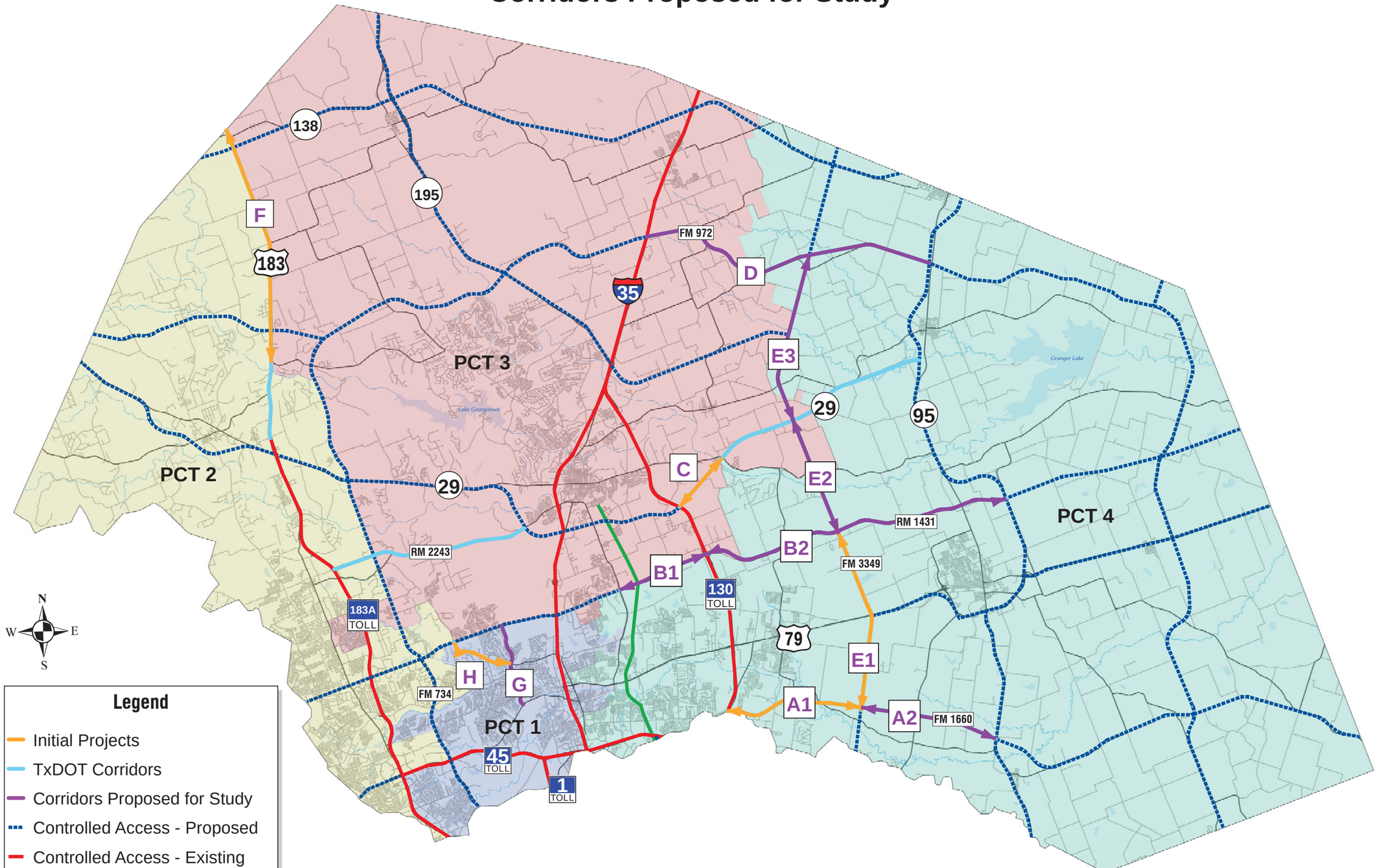
Bid Number	**1610-119**
Bid Title	**Transportation Corridor C Development**
Bid Start Date	**In Held**
Bid End Date	**Dec 8, 2016 3:00:00 PM CST**
Question & Answer End Date	**Dec 5, 2016 5:00:00 PM CST**
Bid Contact	**Teri Jeffries** **Senior Purchasing Specialist** **512-943-1553** **Teri.jeffries@wilco.org**
Contract Duration	**5 years**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**
Bid Comments	**Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor C from West of SH 130 to SH 29 near San Gabriel River.**

Item Response Form

Item	**1610-119--01-01 - Add all documents to this line item.**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1

Description
Add all documents to this line item.

Corridors Proposed for Study



Legend

- Initial Projects
- TxDOT Corridors
- Corridors Proposed for Study
- Controlled Access - Proposed
- Controlled Access - Existing
- Bus Transit Corridor - Proposed
- State Highways
- Non-State Roads

Revised: 10/17/2016

0 2.5 5 10 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

WILLIAMSON COUNTY 1848

Document Path: V:_Documents\URS Office Docs\Transportation Plan\Maps and Data\Maps\CorridorsProposedforStudy.mxd User Name: sjones

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a controlled access transportation corridor identified in the County's long range transportation plan.

TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

SCOPE OF SERVICES REQUESTED

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents and prepare estimates of probable cost for controlled access transportation corridors. The corridor may be selected to proceed immediately to full environmental clearance, final design and right of way acquisition. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance and utility coordination will not be required on this contract.

The transportation corridor included in this solicitation is Corridor C from West of SH 130 to SH 29 near the San Gabriel River.

A map of the corridor is enclosed.

Bid Comments

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridors.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM. Note that Williamson County is soliciting qualifications for multiple corridor projects under separate and distinct RFQs. Each RFQ requires a separate and distinct response to the corridor's specific RFQ.

The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in January of 2017.
4. Page four: Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to corridor development projects.
5. Pages five and six: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to corridor development projects.
6. Page seven: Provide information regarding your understanding of the corridor.
7. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single sided pages.
8. Appendix B. Debarment and Licensing Certificate
9. Appendix C:: Conflict of Interest Statement

   NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement "and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

Evaluation and Scoring Criteria for the Statement of Qualifications

Evaluation Criteria	**Maximum Score Points**	**Please select a whole number from the list provided for each question** (Decimal scoring or unlisted rating scores are not permitted)
Project Manager's Experience/Qualifications with Similar Projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with public involvement	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Availability of Project Manager, task leads and relevant staff	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Understanding of Project	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Total Evaluation Points	120	

Evaluation and Selection process

Statements of Qualifications shall be evaluated and scored by a Williamson County evaluation and scoring committee using the Evaluation and Scoring Criteria included with the RFQ documents.

Subsequent to the initial scoring by the committee, Williamson County will schedule and conduct interviews with the highest scoring respondents in accordance with applicable county policies and regulations. Prior to the interviews, the top scoring respondents will be provided with the interview evaluation criteria. During the interviews, invited respondents shall address questions tailored to address the interview evaluation and scoring criteria.

The top ranking interviewee, for the particular corridor development, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County Bidsync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: _____ **("Engineer")**
ADDRESS: _____
PROJECT: _____ **("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

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

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

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

ARTICLE 3
ENGINEERING SERVICES

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

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

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

ARTICLE 4
CONTRACT TERM

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

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

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

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

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

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

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

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

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

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

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

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

_____
_____
_____
_____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

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

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

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

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

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: _____
_____
_____
_____

ARTICLE 32
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

States.

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

_____

By _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

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

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

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

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

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

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer 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 Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

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

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

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

2. **Travel Reimbursement**

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

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

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

   After Commissioners Court award of the contract, Williamson County must:
   (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

5
6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

5
6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:
Location:

Contact Name:
Title:

Question and Answers for Bid #1610-119 - Transportation Corridor C Development

Overall Bid Questions
There are no questions associated with this bid.

Meeting Date: 11/01/2016

Approve advertising for RFQ 1610-121 for Transportation Corridor E1 Development

Submitted For: Max Bricka Submitted By: Teri Jeffries, 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 qualifications for RFQ1610-121 for engineering services for Transportation Corridor E1 from FM 1660 to Chandler Road.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor E1 from FM 1660 to Chandler Road.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM

Form Started By: Teri Jeffries Started On: 10/26/2016 03:52 PM

Final Approval Date: 10/27/2016

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Transportation Corridor E1 Development

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Dec 8, 2016 3:00:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Dec 8, 2016 3:00:00 PM CST

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1610-121
Transportation Corridor E1 Development

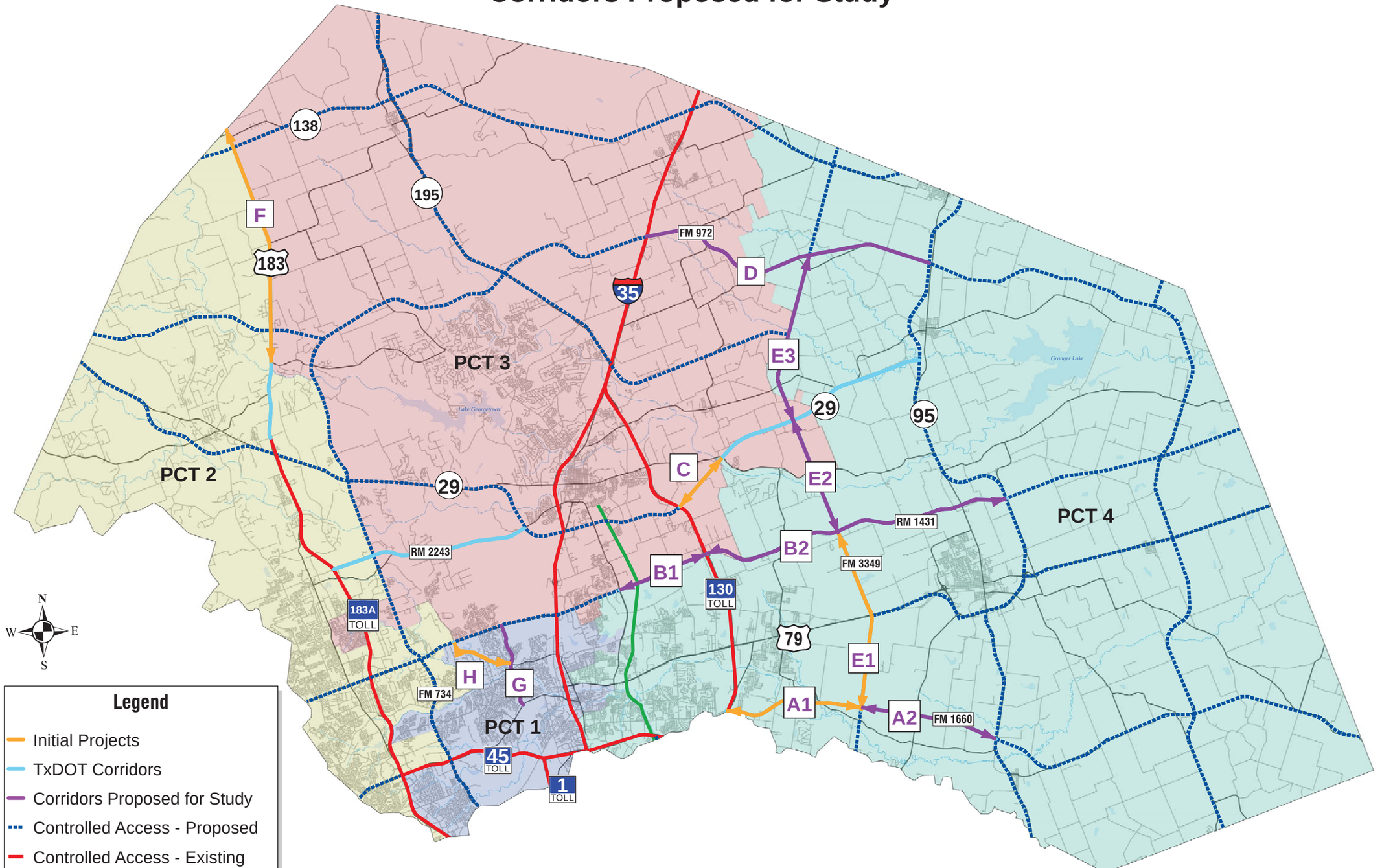
Bid Number	**1610-121**
Bid Title	**Transportation Corridor E1 Development**
Bid Start Date	**In Held**
Bid End Date	**Dec 8, 2016 3:00:00 PM CST**
Question & Answer End Date	**Dec 5, 2016 5:00:00 PM CST**
Bid Contact	**Teri Jeffries** **Senior Purchasing Specialist** **512-943-1553** **Teri.jeffries@wilco.org**
Contract Duration	**5 years**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**
Bid Comments	**Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor E1 from FM1660 to Chandler Road.**

Item Response Form

Item	**1610-121--01-01 - Add all documents to this line item.**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1

Description
Add all documents to this line item.

Corridors Proposed for Study



Legend

- Initial Projects
- TxDOT Corridors
- Corridors Proposed for Study
- Controlled Access - Proposed
- Controlled Access - Existing
- Bus Transit Corridor - Proposed
- State Highways
- Non-State Roads

Revised: 10/17/2016

0 2.5 5 10 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

WILLIAMSON COUNTY 1848

Document Path: V:_Documents\URS Office Docs\Transportation Plan\Maps and Data\Maps\CorridorsProposedforStudy.mxd User Name: sjones

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a controlled access transportation corridor identified in the County's long range transportation plan.

TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

SCOPE OF SERVICES REQUESTED

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents and prepare estimates of probable cost for controlled access transportation corridors. The corridor may be selected to proceed immediately to full environmental clearance, final design and right of way acquisition. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance and utility coordination will not be required on this contract.

The transportation corridor included in this solicitation is Corridor E1 from FM 1660 to Chandler Road.

A map of the corridor is enclosed.

Bid Comments

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridors.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM. Note that Williamson County is soliciting qualifications for multiple corridor projects under separate and distinct RFQs. Each RFQ requires a separate and distinct response to the corridor's specific RFQ.

The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in January of 2017.
4. Page four: Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to corridor development projects.
5. Pages five and six: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to corridor development projects.
6. Page seven: Provide information regarding your understanding of the corridor.
7. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single sided pages.
8. Appendix B. Debarment and Licensing Certificate
9. Appendix C:: Conflict of Interest Statement

   NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement "and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

Evaluation and Scoring Criteria for the Statement of Qualifications

Evaluation Criteria	**Maximum Score Points**	**Please select a whole number from the list provided for each question** (Decimal scoring or unlisted rating scores are not permitted)
Project Manager's Experience/Qualifications with Similar Projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with public involvement	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Availability of Project Manager, task leads and relevant staff	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Understanding of Project	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Total Evaluation Points	120	

Evaluation and Selection process

Statements of Qualifications shall be evaluated and scored by a Williamson County evaluation and scoring committee using the Evaluation and Scoring Criteria included with the RFQ documents.

Subsequent to the initial scoring by the committee, Williamson County will schedule and conduct interviews with the highest scoring respondents in accordance with applicable county policies and regulations. Prior to the interviews, the top scoring respondents will be provided with the interview evaluation criteria. During the interviews, invited respondents shall address questions tailored to address the interview evaluation and scoring criteria.

The top ranking interviewee, for the particular corridor development, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County Bidsync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: _____ **("Engineer")**
ADDRESS: _____
PROJECT: _____ **("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

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

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

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

ARTICLE 3
ENGINEERING SERVICES

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

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

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

ARTICLE 4
CONTRACT TERM

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

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

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

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

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

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

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

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

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

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

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

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

_____
_____
_____
_____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

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

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

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

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

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: _____
_____
_____
_____

ARTICLE 32
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

States.

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

_____

By _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

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

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

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

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

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

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

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

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

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

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

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer 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 Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

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

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

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

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

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

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

2. **Travel Reimbursement**

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

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

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

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

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

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

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

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

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

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

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

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

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

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

8. Other Expenses

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

9. Repayment of Nonreimbursable Expense.

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

10. Non-Reimbursable Expenses

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

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

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

   After Commissioners Court award of the contract, Williamson County must:
   (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

5
6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

5
6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:
Location:

Contact Name:
Title:

Question and Answers for Bid #1610-121 - Transportation Corridor E1 Development

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session 46.

Meeting Date: 11/01/2016

Approve advertising for RFQ 1610-122 for Transportation Corridor F Development

Submitted For: Max Bricka Submitted By: Teri Jeffries, 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 qualifications for RFQ 1610-122 for engineering services for Transportation Corridor F Development.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor F (US183) from FM 3405 to the Northern Williamson County line.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM
Form Started By: Teri Jeffries		Started On: 10/27/2016 08:00 AM
Final Approval Date: 10/27/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Tranportation Corridor F Development

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Dec 8, 2016 3:00:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Dec 8, 2016 3:00:00 PM CST

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1610-122
Tranportation Corridor F Development

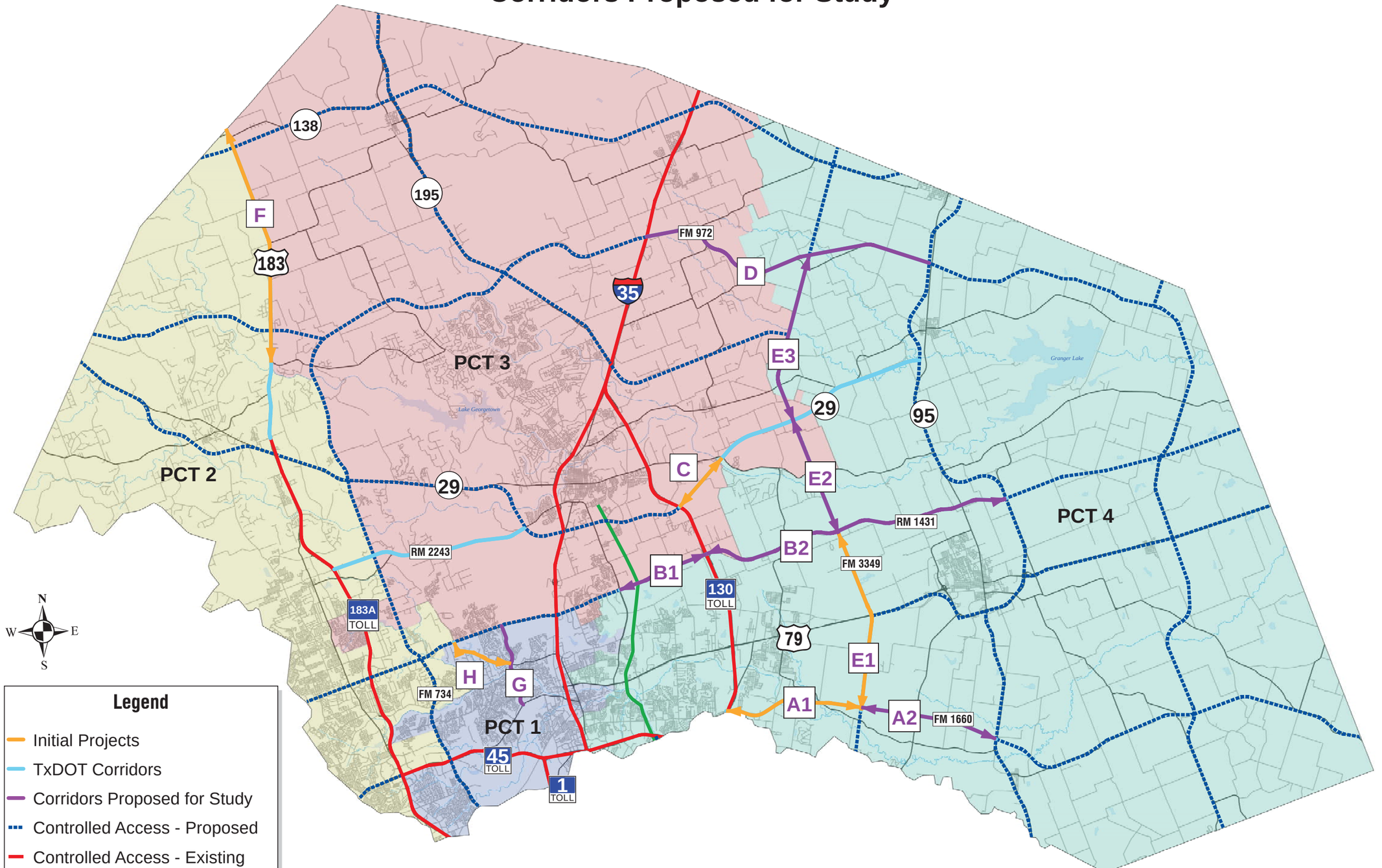
Bid Number	**1610-122**
Bid Title	**Tranportation Corridor F Development**
Bid Start Date	**In Held**
Bid End Date	**Dec 8, 2016 3:00:00 PM CST**
Question & Answer End Date	**Dec 5, 2016 5:00:00 PM CST**
Bid Contact	**Teri Jeffries** **Senior Purchasing Specialist** **512-943-1553** **Teri.jeffries@wilco.org**
Contract Duration	**5 years**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**
Bid Comments	**Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor F (US 183) from FM 3405 to the northern Williamson County line.**

Item Response Form

Item	**1610-122--01-01 - Add all documents to this line.**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1

Description
Add all documents to this line.

Corridors Proposed for Study



Legend

- Initial Projects
- TxDOT Corridors
- Corridors Proposed for Study
- Controlled Access - Proposed
- Controlled Access - Existing
- Bus Transit Corridor - Proposed
- State Highways
- Non-State Roads

Revised: 10/17/2016

0 2.5 5 10 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

WILLIAMSON COUNTY 1848

Document Path: V:_Documents\URS Office Docs\Transportation Plan\Maps and Data\Maps\CorridorsProposedforStudy.mxd User Name: sjones

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a controlled access transportation corridor identified in the County's long range transportation plan.

TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

SCOPE OF SERVICES REQUESTED

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents and prepare estimates of probable cost for controlled access transportation corridors. The corridor may be selected to proceed immediately to full environmental clearance, final design and right of way acquisition. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance and utility coordination will not be required on this contract.

The transportation corridor included in this solicitation is Corridor F (US 183) from FM 3405 to the northern Williamson County line.

A map of the corridor is enclosed.

Bid Comments

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridors.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM. Note that Williamson County is soliciting qualifications for multiple corridor projects under separate and distinct RFQs. Each RFQ requires a separate and distinct response to the corridor's specific RFQ.

The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in January of 2017.
4. Page four: Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to corridor development projects.
5. Pages five and six: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to corridor development projects.
6. Page seven: Provide information regarding your understanding of the corridor.
7. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single sided pages.
8. Appendix B. Debarment and Licensing Certificate
9. Appendix C:: Conflict of Interest Statement

   NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement "and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

Evaluation and Scoring Criteria for the Statement of Qualifications

Evaluation Criteria	**Maximum Score Points**	**Please select a whole number from the list provided for each question** (Decimal scoring or unlisted rating scores are not permitted)
Project Manager's Experience/Qualifications with Similar Projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with public involvement	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Availability of Project Manager, task leads and relevant staff	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Understanding of Project	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Total Evaluation Points	120	

Evaluation and Selection process

Statements of Qualifications shall be evaluated and scored by a Williamson County evaluation and scoring committee using the Evaluation and Scoring Criteria included with the RFQ documents.

Subsequent to the initial scoring by the committee, Williamson County will schedule and conduct interviews with the highest scoring respondents in accordance with applicable county policies and regulations. Prior to the interviews, the top scoring respondents will be provided with the interview evaluation criteria. During the interviews, invited respondents shall address questions tailored to address the interview evaluation and scoring criteria.

The top ranking interviewee, for the particular corridor development, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County Bidsync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: _____ **("Engineer")**
ADDRESS: _____
PROJECT: _____ **("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

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

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

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

ARTICLE 3
ENGINEERING SERVICES

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

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

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

ARTICLE 4
CONTRACT TERM

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

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

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

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

ARTICLE 5
COMPENSATION AND EXPENSES

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

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

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

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

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

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

ARTICLE 6
METHOD OF PAYMENT

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

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

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

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

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

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

ARTICLE 7
PROMPT PAYMENT POLICY

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

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

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

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

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

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

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

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

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

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

_____
_____
_____
_____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

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

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

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

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

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

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

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

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

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

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

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

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

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

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

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

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

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

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

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

Engineer: _____
_____
_____
_____

ARTICLE 32
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

States.

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

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

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

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

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

SIGNATORY WARRANTY

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

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

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

_____

By _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

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

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

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

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

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer 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 Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

   After Commissioners Court award of the contract, Williamson County must:
   (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

5
6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

5
6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:
Location:

Contact Name:
Title:

Question and Answers for Bid #1610-122 - Tranportation Corridor F Development

Overall Bid Questions
There are no questions associated with this bid.

Meeting Date: 11/01/2016

Approve advertising for RFQ 1610-123 for Transportation Corridor H Development

Submitted For: Max Bricka Submitted By: Teri Jeffries, 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 qualifications for RFQ 1610-123 for engineering services for Transportation Corridor H Development.

Background

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor H (Sam Bass Road) from RM 1431 to the northern Round Rock City limits.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 11:17 AM

Form Started By: Teri Jeffries Started On: 10/27/2016 08:20 AM

Final Approval Date: 10/27/2016

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Transportation Corridor H Development

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Dec 8, 2016 3:00:00 PM CST
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Dec 8, 2016 3:00:00 PM CST

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Please note that a complete package must be submitted choosing one of the above two methods. Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.

- ✓ If mailed or delivered in person, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1610-123
Transportation Corridor H Development

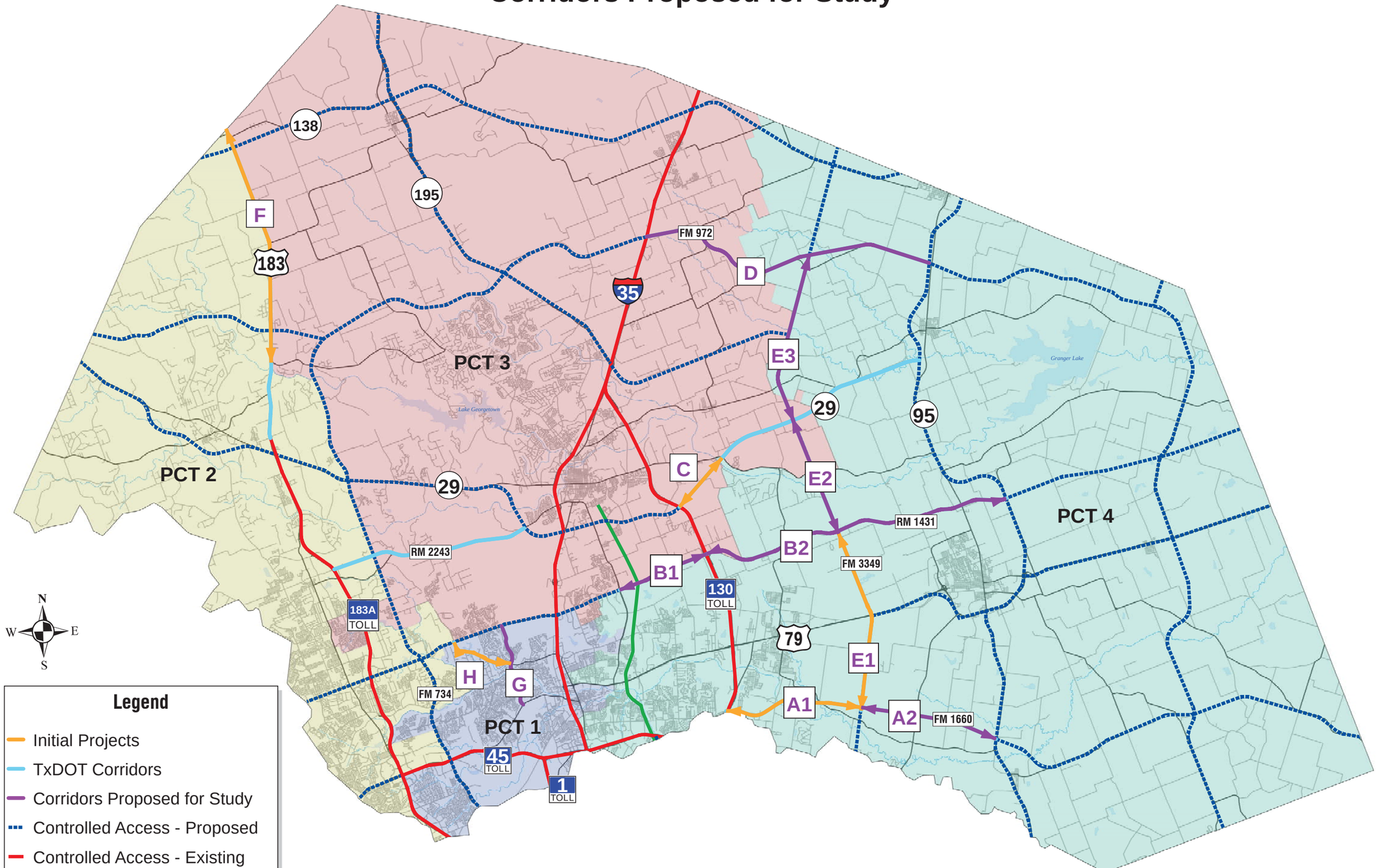
Bid Number	**1610-123**
Bid Title	**Transportation Corridor H Development**
Bid Start Date	**In Held**
Bid End Date	**Dec 8, 2016 3:00:00 PM CST**
Question & Answer End Date	**Dec 5, 2016 5:00:00 PM CST**
Bid Contact	**Teri Jeffries** **Senior Purchasing Specialist** **512-943-1553** **Teri.jeffries@wilco.org**
Contract Duration	**5 years**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**
Bid Comments	**Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridor H (Sam Bass Road) from RM1431 to the northern Round Rock City limits.**

Item Response Form

Item	**1610-123--01-01 - Add all documents to this line.**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** Road and Bridge 3151 S. E. Inner Loop Suite B Georgetown TX 78626 **Qty** 1

Description
Add all documents to this line item.

Corridors Proposed for Study



Legend

- Initial Projects
- TxDOT Corridors
- Corridors Proposed for Study
- Controlled Access - Proposed
- Controlled Access - Existing
- Bus Transit Corridor - Proposed
- State Highways
- Non-State Roads

Revised: 10/17/2016

0 2.5 5 10 Miles

Note: The locations of controlled access and arterial facilities are conceptual only. Final alignments for each route will be determined through appropriate planning and environmental studies.

WILLIAMSON COUNTY 1848

Document Path: V:_Documents\URS Office Docs\Transportation Plan\Maps and Data\Maps\CorridorsProposedforStudy.mxd User Name: sjones

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of a controlled access transportation corridor identified in the County's long range transportation plan.

TECHNICAL EXPERTISE

Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code.

SCOPE OF SERVICES REQUESTED

Professional services include but are not limited to engineering services to plan, prepare design schematics, survey, identify needed right of way, conduct public involvement, prepare environmental documents and prepare estimates of probable cost for controlled access transportation corridors. The corridor may be selected to proceed immediately to full environmental clearance, final design and right of way acquisition. Respondents should include all services listed up to but not including bidding and construction phase services. Right of way legal assistance and utility coordination will not be required on this contract.

The transportation corridor included in this solicitation is Corridor H (Sam Bass Road) from RM 1431 to the northern Round Rock City Limits.

A map of the corridor is enclosed.

Bid Comments

Williamson County is soliciting qualifications of engineering firms interested in providing engineering services to assist Williamson County staff in the development of Transportation Corridors.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM. Note that Williamson County is soliciting qualifications for multiple corridor projects under separate and distinct RFQs. Each RFQ requires a separate and distinct response to the corridor's specific RFQ.

The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in January of 2017.
4. Page four: Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to corridor development projects.
5. Pages five and six: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to corridor development projects.
6. Page seven: Provide information regarding your understanding of the corridor.
7. Appendix A: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single sided pages.
8. Appendix B. Debarment and Licensing Certificate
9. Appendix C:: Conflict of Interest Statement

   NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement "and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

Pass/Fail Criteria

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

Evaluation and Scoring Criteria for the Statement of Qualifications

Evaluation Criteria	**Maximum Score Points**	**Please select a whole number from the list provided for each question** (Decimal scoring or unlisted rating scores are not permitted)
Project Manager's Experience/Qualifications with Similar Projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with Roadway Corridor Planning	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with all aspects of Roadway Design	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing Environmental Clearance for Roadway Projects in Central Texas	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications providing drainage planning and design services for large projects	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Individuals on Project Team's Experience/Qualifications with public involvement	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Availability of Project Manager, task leads and relevant staff	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Understanding of Project	15	15 = Significantly Exceeds Requirements 12 = Exceeds Requirements 9 = Meets ALL requirements 6 = Marginally Meets Requirements 0 = Does Not Meet Requirements
Total Evaluation Points	120	

Evaluation and Selection process

Statements of Qualifications shall be evaluated and scored by a Williamson County evaluation and scoring committee using the Evaluation and Scoring Criteria included with the RFQ documents.

Subsequent to the initial scoring by the committee, Williamson County will schedule and conduct interviews with the highest scoring respondents in accordance with applicable county policies and regulations. Prior to the interviews, the top scoring respondents will be provided with the interview evaluation criteria. During the interviews, invited respondents shall address questions tailored to address the interview evaluation and scoring criteria.

The top ranking interviewee, for the particular corridor development, shall then enter into negotiations toward a contract. If negotiations are successful, the selected respondent shall be recommended to the Williamson County Commissioners Court for final contract approval and award. All contract awards are subject to Williamson County Commissioners Court final approval.

The form of contract that will be used will be the Williamson County Contract for Engineering Services, which is posted on the Williamson County Bidsync portal at the following link: http://www.bidsync.com

The only anticipated changes to the Williamson County Contract for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Williamson County Contract for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Williamson County Contract for Engineering Services will be substantively and substantially derived from the Williamson County Contract for Engineering Services posted on the Williamson County's vendor portal, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Williamson County Contract for Engineering Services *before* submitting a response to this RFQ.** Again, the Williamson County Contract for Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. Failure or refusal to sign aforesaid contract shall be grounds for Williamson County to revoke any selection of the respondent and force the recommendation and selection of another respondent.

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: _____ **("Engineer")**
ADDRESS: _____
PROJECT: _____ **("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is _____ **Dollars ($_____)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

[a] *See also*, Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

[b] *See* Art. 6, *supra.*

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

_____
_____
_____
_____

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: _____
_____
_____
_____

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United

States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

ENGINEER

_____

By _____

Printed Name: _____

Title: _____

Date: _____ ____, 20_____

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

_____
Name of Firm

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____ _____, 20___
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by _____ _____ the _____ of _____, on behalf of said firm.

_____
Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer 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 Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295.

Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

1. use the online application to process the required information on Form 1295
2. print a copy of the form which will contain a unique certification number
3. an authorized agent of the Respondent must sign the printed copy of the form
4. and have the form **notarized**
5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County at the time the signed contract is submitted for Commissioners Court approval.

   After Commissioners Court award of the contract, Williamson County must:
   (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

5
6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

5
6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

Reference 1

Client Name:
Location:

Contact Name:
Title:

Question and Answers for Bid #1610-123 - Transportation Corridor H Development

Overall Bid Questions
There are no questions associated with this bid.

Meeting Date: 11/01/2016

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) Project Fiji
e) Leander Medical Center
f) Project Monkey

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:54 AM

Form Started By: Charlie Crossfield Started On: 10/27/2016 09:26 AM

Final Approval Date: 10/27/2016

Meeting Date: 11/01/2016

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 Mays St. Extension
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: 183/Whitewing Right of Way
f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
g) Discuss the acquisition of real property: CR 111
h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
i) Discuss the acquisition of real property: landfill properties
j) Discuss the acquisition of real property: Inner Loop.
k) Discuss the acquisition of real property for County Facilities.
l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
m) Discuss the acquisition of real property on CR 305.
n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
o) Discuss the acquisition of real property: Arterial H
p) Discuss the acquisition of easements on the Forest North project.
q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.

B. Property or Real Estate owned by Williamson County
1). Preliminary discussions relating to proposed or potential sale or lease of property owned by the County
a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible sale of 183 A excess right of way
c) Discuss proposed sale of real estate of Blue Springs Blvd

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/27/2016 09:54 AM

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