

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
NOVEMBER 8TH, 2016
9:30 A.M.

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

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

CONSENT AGENDA

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

(Items 5 – 13)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0376-0376-003005	Office Furniture	\$1,000.00
To	0376-0376-004310	Advertising and Legal Notices	\$1,000.00

6. Discuss, consider and take appropriate action on a line item transfer for the 368th Judicial District Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$660
To	0100-0438-003006	368th DC/Office Equip	\$660

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003316	Medical/Hospital	\$3,043.00
To	0100.0570.004413	Professional Liability Ins.	\$3,043.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004623	Equipment Lease	\$680.00
To	0100.0560.004210	Internet/Email Services	\$680.00

9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (4) Chairs and (2) Copier's (complete list attached) pursuant to Tx. Local Gov't code 263.152.
10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
11. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 1D subdivision - Pct 3.
12. Discuss, consider and take appropriate action on approval of the amended plat for the Rancho Sienna Sec 4 Ph 1 subdivision - Pct 3.
13. Discuss, consider and take appropriate action on approval of the final plat for the Windmill Acres Subdivision - Pct 2.

REGULAR AGENDA

14. Acknowledge County Attorney employees for the Certification of "Basic Instructor Proficiency" from Texas Commission on Law Enforcement(TCOLE).
15. Discuss, consider and take appropriate action on the Department of Infrastructure projects and issues update.
16. Discuss, consider and take appropriate action on the transfer of 2013 Road Bond per the recommendations of Mike Weaver, Road Bond Manager in the amount of \$1,700,000.00 from Non-Department (P290) to Arterial H Extension (P276).
17. Discuss, consider and take appropriate action on the transfer of 2006 Road Bond per the recommendations of Mike Weaver, Road Bond Manager in the amount of \$250,000.00 from Non Department (P156) to CR 111 Extension (P249), \$700,000.00 from Non-Department (P156) to Forest North Drainage Improvements (P255), \$850,000.00 from Non-Department (P156) to Inner Loop at Wilco Way (P226).

18. Discuss and take appropriate action on a Real Estate Contract with Janie R. Barron for ROW needed on CR 101. (PARCEL 42)
19. Discuss, consider and take any appropriate action regarding application and indemnification agreement forms for issuance of event catering permits to support operations of the Williamson County Expo Center, including but not limited to delegation of signing authority to Parks Department Head or Expo Center General Manager for the county on approved forms on condition that forms are not changed (any changes to the forms will require additional commissioners court approval).
20. Discuss, consider and take appropriate action on approving changes to the un-allocated funds policies and procedures.
21. Discuss, consider and take appropriate action on approving four part-time Juvenile Supervision Officer positions in Juvenile Services, funded by JJAEP Tier II funds, entity 0571.
22. Discuss, consider, and take appropriate action on a contract with the Texas Department of Public Safety for two (2) full time equivalents (FTEs) as Forensic Scientists.
23. Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church (annual renewal for traffic control and security during various church services).
24. Discuss, consider and take appropriate action on authorizing the County Judge to execute the Amendment to the Aetna Life Insurance Company ("Aetna") as an Amendment to Services Agreement Number (MSA) 866349 (the Services Agreement) between Aetna and Williamson County. This Amendment is to enroll Williamson County in the Teladoc, Inc. ("Teladoc") program in accordance with the terms and conditions stated in this Amendment which are hereby incorporated as part of the Services Agreement to be effective on January 1, 2017.
25. Discuss, consider and take appropriate action on the Tobacco Fund Balance Policy, as stated in the Budget Order Section IV Financial Policies.
26. Discuss and take action to approve Letter of Agreement with the Office of Court Administration regarding long distance services for the IV-D court.
27. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive bids for the purchase of Crushed Granite Base materials for use within the Road and Bridge Division of Williamson County, IFB #1611-125.
28. Discuss, consider and take appropriate action on approving the Contract Amendment and Supplemental Agreement for the Engineering Design Services for the Repair of San Gabriel Ranch Road (Contract 1511-030) with Freese and Nichols, Inc.
29. Discuss, consider and take appropriate action on approving expenditures to make repairs to a water leak at the Jail House in the boiler room, as well as needed repairs to valves. Repairs to be completed per proposal from Mtech in the amount of \$16,750.00, under TXMAS-15-03FAC01.
30. Discuss, consider and take appropriate action on authorizing the renewal of Fuel, Contract Number 1510-018, for the same pricing, terms and conditions as the existing Contract, for the term of December 1, 2016 - November 30, 2017 with Triple S Fuel - A Division of Texas Enterprises, Inc.

31. Discuss, consider, and take appropriate action on awarding RFQ#1507-017, Construction Material Testing/Inspection for Williamson County North Campus Facilities with Raba Kistner, Inc. and authorizing the County Judge to execute professional services agreement.
32. Discuss, consider, and take appropriate action on approving agreement between Mtech and Williamson County to replace three (3) 750,000 Hydronic boilers in the Williamson County Justice Center, in the amount of \$114,750 pursuant to TXMAS contract# TXMAS-15-03FAC01.
33. Discuss, consider and take appropriate action on authorizing the renewal of Lenel software support, for the same pricing, terms and conditions as the existing contract for the term of December 2016 - December 2017 with Stanley Security.

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)."

34. 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
35. 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: CR 101
 - 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
- d) Discuss proposed sale of excess right of way on CR 107

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

36. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

- a) Litigation or claims or potential litigation or claims against the County or by the County
- b) Status Update-Pending Cases or Claims;
- c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
- d) Employee/personnel related matters
- e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
- e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
- f) County Road 241 utility and Right-of-Way Issues and matters;
- g) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
- h) Carolyn Barnes, et al v. Texas Attorney General, et al; Cause # D-1-GN-15-000877, in the 419th Judicial District Court of Travis County
- i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
- j) Potential claims and litigation against Volkswagen and Audi related to Volkswagen and Audi emission control systems on diesel engine vehicles in the period 2009 – 2015
- k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
- l) Claims of Texas Association for Children and Families
- m) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
- n) Legislative changes to firearms laws and possession of firearms on county property
- o) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
- p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
- q) Notice of claim and demand of Morgan Lee Roach.
- r) Labor and employment law review of Employee Policy Manual provisions and amendments.
- s) Berry Springs Park and Preserve pipeline
- t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
- u) Discuss requirements related to health benefit plan.
- v) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
- w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
- x) 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

37. 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).
38. 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)

39. Discuss and take appropriate action concerning economic development.
40. Discuss and take appropriate action concerning real estate.
41. 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

- 42.** 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.
- 43.** 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:** 11/08/2016

line item transfer

Submitted For: Chris Davis**Submitted By:** Kay Eastes, Elections**Department:** Elections**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The requested transfer is to provide funding for advertising early voting in social media for the 2016 November elections.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0376-0376-003005	Office Furniture	\$1,000.00
To	0376-0376-004310	Advertising and Legal Notices	\$1,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kay Eastes

Final Approval Date: 11/01/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

11/01/2016 07:53 AM

11/01/2016 09:05 AM

Started On: 10/29/2016 07:47 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 11/08/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office**Department:** Budget Office**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for the 368th Judicial District Court.

Background

\$777 was budgeted in FY 17 to replace the microphones in the 368th District Court. During voir dire the jury pool often cannot hear what the attorneys are saying. We have had this same issue in other courtrooms. The 368th went to purchase new microphones only to learn the microphone jacks are not working. the attached quote is the cost to purchase wireless mics (this was the solution we used in other courtrooms) which is, unfortunately, more than what was budgeted.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	\$660
To	0100-0438-003006	368th DC/Office Equip	\$660

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Koenig

Final Approval Date: 11/01/2016

Reviewed By

Wendy Coco

Date

11/01/2016 04:58 PM

Started On: 11/01/2016 09:56 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 11/08/2016

Line Item Transfer

Submitted By: Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

The requested transfer provides additional funding for the Jail Doctor/Psychiatrist liability insurance. County funded liability insurance is a requirement of both the jail doctor and the jail psychiatrist contracts. While an increase was anticipated and requested in the FY 16/17 budget, the actual premium was greater than the budget amount. The explanation provided by Extraco Bank, the insurance provider, was there had been a large increase in claims in the corrections environment across the country resulting in increased premiums.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.003316	Medical/Hospital	\$3,043.00
To	0100.0570.004413	Professional Liability Ins.	\$3,043.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

11/03/2016 10:22 AM

11/03/2016 10:43 AM

Started On: 11/01/2016 10:54 AM

Commissioners Court - Regular Session**8.****Meeting Date:** 11/08/2016

Line Item Transfer

Submitted By: Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

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

Background

For FY 16/17 and several prior fiscal year budgets funding was requested and approved in line item 01.0100.0560.004623 (Equipment Lease). However, per the Auditor's Office, this fiscal year it is not the correct line item; it must be paid from 01.0100.0560.004210 (Internet/Email). This requested transfer is to meet the County Auditor's requirement.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0560.004623	Equipment Lease	\$680.00
To	0100.0560.004210	Internet/Email Services	\$680.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Peggy Braun

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Ashlie Koenig

Date

11/03/2016 10:22 AM

11/03/2016 10:43 AM

Started On: 11/02/2016 11:35 AM

Commissioners Court - Regular Session**9.****Meeting Date:** 11/08/2016

Asset Transfer

Submitted By: Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (4) Chairs and (2) Copier's (complete list attached) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsAsset Transfer

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 01:35 PM

Started On: 11/03/2016 10:55 AM

Williamson County

Asset Status Change Form

Print Form

The following asset(s) is(are) considered for: (select one)☐ TRANSFER bet ween county departments☐ DONATION to a non-county entity☒ SALE at the earliest auction *☐ DESTRUCTION due to Public Health / Safety☐ TRADE-IN for new assets of similar type for the county☐ 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# (seral, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
4	HIGH-BACK TASK CHAIR	N/A		Working

Parties involved:**FROM** (Transferor Department): JUSTICE OF THE PEACE, PRECINCT 3**Transferor - Elected Official/Department Head/
Authorized Staff:****Contact Person:**

JUDGE BILL GRAVELL, JR.

MELISSA GOINS

Print Name

Print Name

Signature

Date Phone Number

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

Print Name

Print Name

Signature

Date Phone Number OCT 24 2016

* 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 _____

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	Imagistics Copier model# 7B35	serial# 4050127		Non-Working
1	Imagistics Copier model# im4511	serial# 5100168		Non-Working

Parties involved:

FROM (Transferor Department): Adult Probation

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

Steve Morrison

Print Name

Signature

Contact Person:

Kath Blankenship

Print Name

+1 (512) 943-3517

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction (money to come back to Adult Probation)

**Transferee - Elected Official/Department Head/
Authorized Staff OR Donee - Representative:** (If being

approved for Sale or Trade-in, no signature is necessary.)

Contact Person:

Print Name

Print Name

Signature

Date Phone Number

RECEIVED

OCT 24 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session**10.****Meeting Date:** 11/08/2016

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
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AttachmentsComp ItemsLIT

Form Review**Inbox**

Budget Office

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 11/03/2016

Reviewed By

Ashlie Koenig

Wendy Coco

Date

11/03/2016 10:07 AM

11/03/2016 10:22 AM

Started On: 11/02/2016 03:44 PM

Department	PCN	EE ID	Budget Amount	Requested	Increase Amount	% Increase	Reason for Change	Salaries From	Oracle Effective Date
911	0122	11218	\$47,092.55	\$48,505.33	\$1,412.78	3%	Merit	Unallocated 001100	10/21/2016
911	0116	11481	\$57,373.56	\$59,094.77	\$1,721.21	3%	Merit	Unallocated 001100	10/21/2016
911	0117	04012	\$62,037.89	\$64,519.41	\$2,481.52	4%	Merit	Unallocated 001100	10/21/2016
911	0155	05565	\$44,026.59	\$45,347.39	\$1,320.80	3%	Merit	Unallocated 001100	10/21/2016
911	0131	11684	\$41,154.13	\$42,388.75	\$1,234.62	3%	Merit	Unallocated 001100	10/21/2016
911	0137	12677	\$40,768.00	\$41,991.04	\$1,223.04	3%	Merit	Unallocated 001100	10/21/2016
911	0135	11859	\$40,758.41	\$41,981.16	\$1,222.75	3%	Merit	Unallocated 001100	10/21/2016
911	0129	13494	\$40,362.69	\$41,573.57	\$1,210.88	3%	Merit	Unallocated 001100	10/21/2016
911	0128	13493	\$40,362.69	\$41,573.57	\$1,210.88	3%	Merit	Unallocated 001100	10/21/2016
911	0144	12583	\$43,365.92	\$45,534.22	\$2,168.30	5%	Merit	Unallocated 001100	10/21/2016
911	0138	13260	\$42,653.52	\$43,933.13	\$1,279.61	3%	Merit	Unallocated 001100	10/21/2016
Juvenile Services	1065	12200	\$66,610.44	\$69,274.86	\$2,664.42	4%	Merit	Unallocated 001100	10/21/2016
Juvenile Services	1063	02475	\$49,413.92	\$51,884.62	\$2,470.70	5%	Merit	Unallocated 001100	10/21/2016
Juvenile Services	1132	03336	\$46,571.64	\$48,434.51	\$1,862.87	4%	Merit	Unallocated 001100	10/21/2016
MOT	1187	10931	\$53,987.96	\$56,687.36	\$2,699.40	5%	Merit	Unallocated 001100	11/8/2016
MOT	1183	12327	\$51,178.15	\$53,737.06	\$2,558.91	5%	Merit	Unallocated 001100	11/8/2016
MOT	1185	13255	\$44,907.99	\$47,153.39	\$2,245.40	5%	Merit	Unallocated 001100	11/8/2016
MOT	1624	13126	\$43,591.70	\$44,899.46	\$1,307.76	3%	Merit	Unallocated 001100	11/8/2016
MOT	1184	13083	\$45,704.82	\$47,990.06	\$2,285.24	5%	Merit	Unallocated 001100	11/8/2016
Juvenile Services	1146	13631	\$40,560.00	\$42,182.40	\$1,622.40	4%	Merit	Unallocated 001100	11/18/2016
Juvenile Services	1700	12776	\$41,600.00	\$43,264.00	\$1,664.00	4%	Merit	Unallocated 001100	11/18/2016
Juvenile Services	1141	13659	\$58,000.02	\$60,320.02	\$2,320.00	4%	Merit	Unallocated 001100	11/18/2016
Juvenile Services	1062	12241	\$70,304.00	\$71,007.04	\$703.04	1%	Merit	Unallocated 001100	11/18/2016
Juvenile Services	9984	13138	\$29,120.00	\$30,160.17	\$1,040.17	3.57%	Merit	Unallocated 001100	11/18/2016
Emergency Medical Services	0788	02458	\$60,292.61	\$60,437.31	\$144.70	0.24%	Merit:lump sum \$144.70	Unallocated 001100	11/8/2016
Emergency Medical Services	0865	02795	\$49,413.92	\$49,527.58	\$113.66	0.23%	Merit:lump sum \$113.66	Unallocated 001100	11/8/2016
Unified Road Systems	1520	Vacant	\$35,384.98	\$36,199.99	\$815.01	2.30%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1562	Vacant	\$35,909.99	\$36,199.99	\$290.00	0.81%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1598	Vacant	\$35,174.98	\$36,199.99	\$1,025.01	2.91%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1588	Vacant	\$34,125.00	\$36,199.99	\$2,074.99	6.08%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1621	Vacant	\$34,125.00	\$36,000.00	\$1,875.00	5.49%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1599	Vacant	\$34,125.00	\$36,199.99	\$2,074.99	6.08%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1702	Vacant	\$34,125.00	\$36,199.99	\$2,074.99	6.08%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1671	Vacant	\$34,125.00	\$38,699.99	\$4,574.99	13.41%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1552	Vacant	\$34,125.00	\$36,199.99	\$2,074.99	6.08%	Salary increase vacant position	Unallocated 001100	11/4/2016
Unified Road Systems	1534	Vacant	\$35,384.95	\$36,000.00	\$615.05	1.74%	Salary increase vacant position	Unallocated 001100	11/4/2016

FROM / TO	ACCOUNT	DESCRIPTION	AMOUNT
From	01-0100-8004-001130	Emergency Services/Merit	\$4,657.82
From	01-0100-8004-002010	Emergency Services/FICA	\$ 356.32
From	01-0100-8004-002020	Emergency Services/Retirement	\$ 622.75
To	01-0100-0341-001100	MOT/Salaries	\$ 4,399.46
To	01-0100-0341-002010	MOT/FICA	\$ 336.56
To	01-0100-0341-002020	MOT/Retirement	\$ 588.21
To	01-0100-0540-001100	EMS/Salaries	\$ 258.36
To	01-0100-0540-002010	EMS/FICA	\$ 19.76
To	01-0100-0540-002020	EMS/Retirement	\$ 34.54
From	01-0100-0509-001100	Facilities/Salaries	\$551.54
From	01-0100-0509-002010	Facilities/FICA	\$ 42.19
From	01-0100-0509-002020	Facilities/Retirement	\$ 73.74
To	01-0100-8006-001130	Infrastructure/Merit	\$ 551.54
To	01-0100-8006-002010	Infrastructure/FICA	\$ 42.19
To	01-0100-8006-002010	Infrastructure/Retirement	\$ 73.74

Commissioners Court - Regular Session**11.****Meeting Date:** 11/08/2016

Santa Rita Ranch Phase 1 Section 1D - Final Plat

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 1D subdivision - Pct 3.

Background

This is the next section of the Santa Rita Ranch development. It consists of five single family lots and no new public roads.

Fiscal Impact

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

Attachments

Santa Rita Ranch Phase 1 Section 1D - Final Plat

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephen Jones-Meyer

Final Approval Date: 11/01/2016

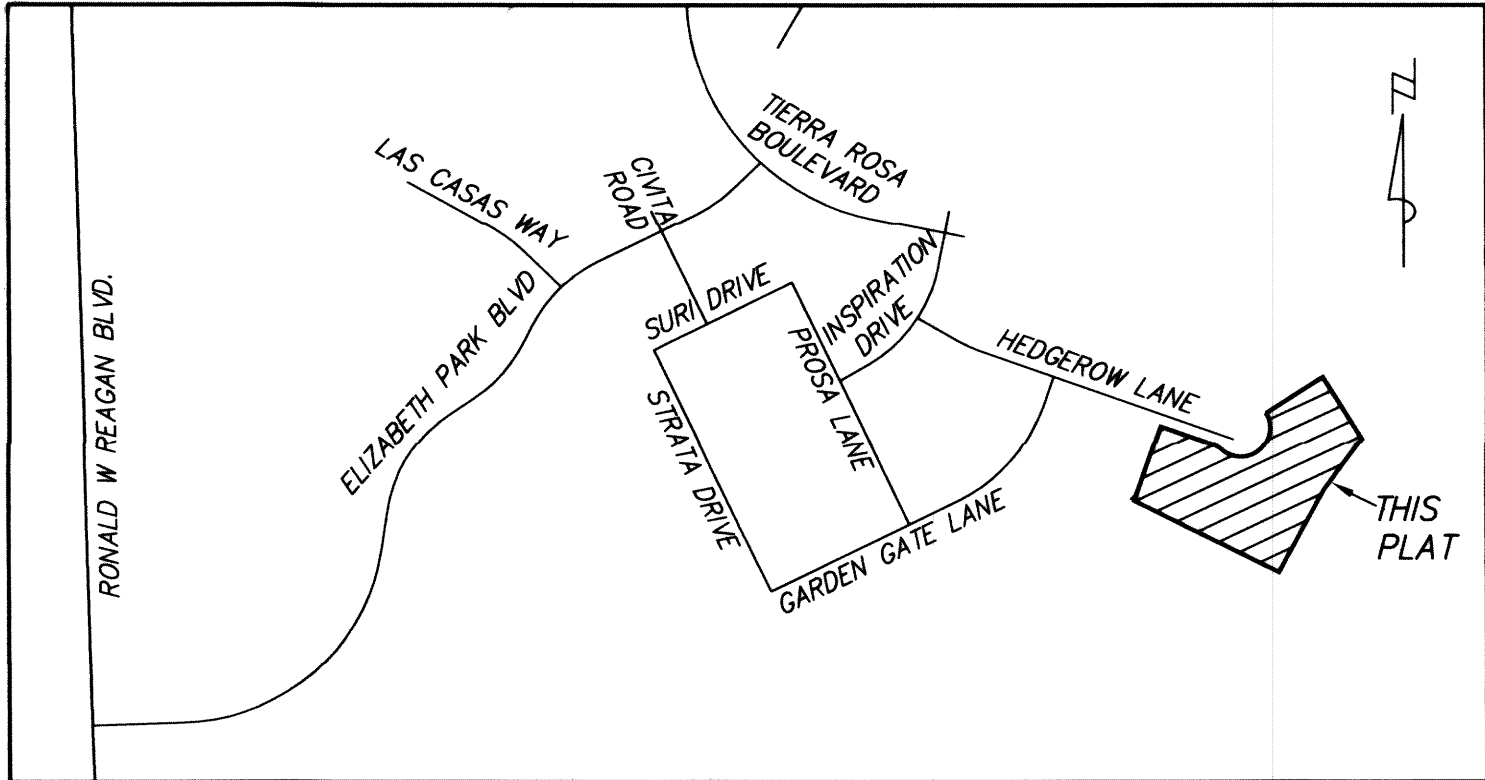
Reviewed By

Wendy Coco

Date

11/01/2016 07:53 AM

Started On: 10/31/2016 12:56 PM



LOCATION MAP
SCALE: 1" = 400'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	11.08	25.00	25°24'10"	N58°02'09"W	10.99
C2	143.44	60.00	136°58'22"	N66°10'45"E	111.64
C3	6.14	60.00	5°51'47"	N48°15'58"W	6.14
C4	45.77	60.00	43°42'12"	N73°02'57"W	44.66
C5	45.77	60.00	43°42'12"	N63°14'51"E	44.66
C6	45.77	60.00	43°42'12"	N19°32'40"E	44.66

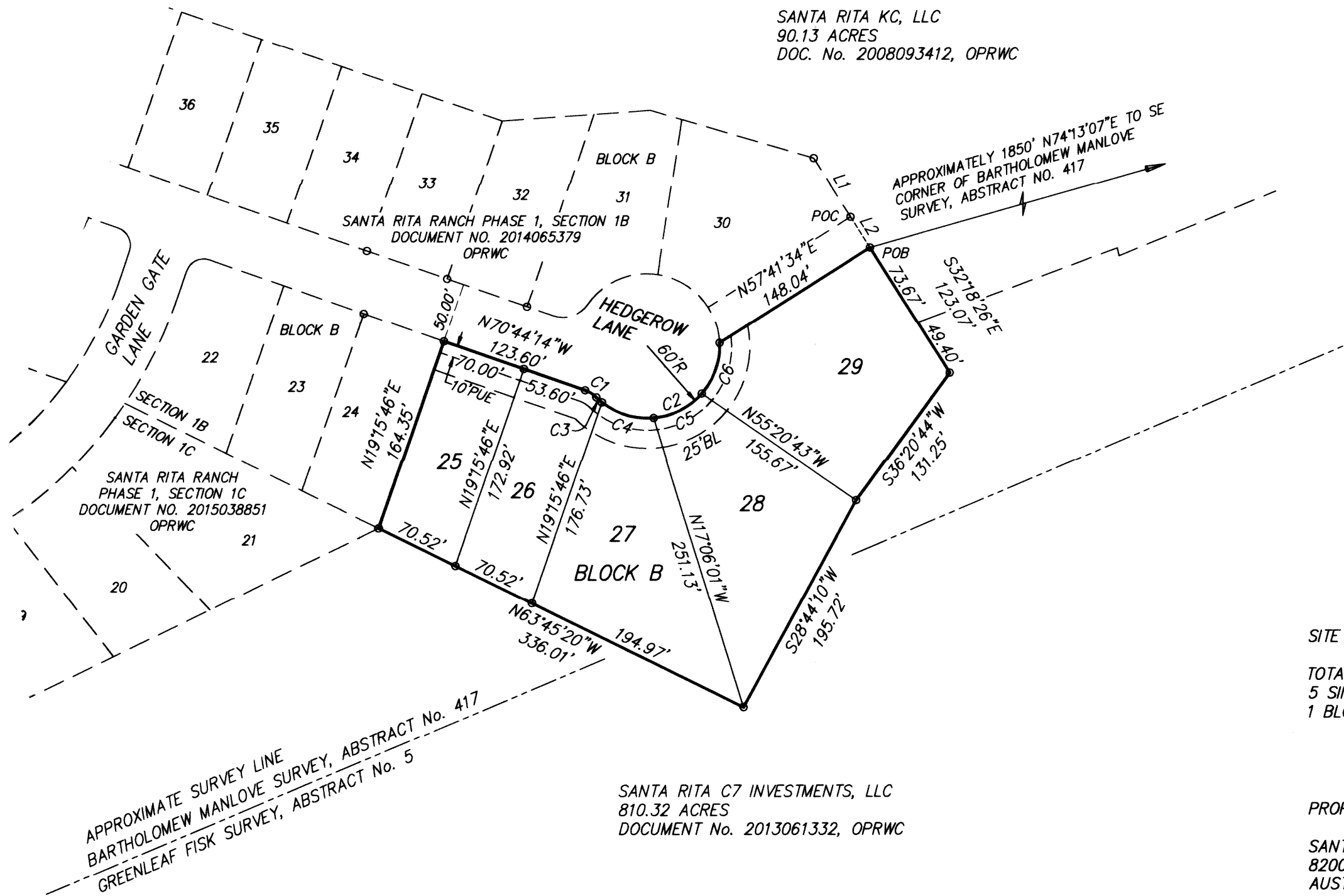
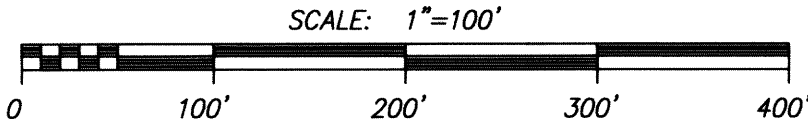
LINE TABLE		
LINE	BEARING	LENGTH
L1	N32°18'26"W	57.88
L2	N32°18'26"W	30.00

NOTES:

- ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
- 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 BASE FLOOD ELEVATION (BFE) WHICHEVER IS HIGHER.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
- 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.
- BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83.
- ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

LEGEND:
○ = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
BL = BUILDING SETBACK LINE
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING
PUE = PUBLIC UTILITY EASEMENT

FINAL PLAT OF
SANTA RITA RANCH PHASE 1, SECTION 1D



SITE DATA:

TOTAL AREA: 2.060 ACRES
5 SINGLE FAMILY LOTS
1 BLOCK

PROPERTY OWNER:

SANTA RITA KC, LLC
8200 NORTH MOPAC, SUITE 300
AUSTIN, TX, 78759

DATE: 12 AUGUST 2016

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

(512) 836-4793 FAX: (512) 836-4817

F-9784

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664

(512) 836-4793 FAX: (512) 836-4817

F-10015400

FINAL PLAT OF
SANTA RITA RANCH PHASE 1, SECTION 1D

THAT PART OF THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 417 AND THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 90.13-ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NO. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A 1.50-ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NO. 20160781841 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 1/2" IRON ROD SET AT THE EAST CORNER OF LOT 30, BLOCK B, SANTA RITA RANCH PHASE 1, SECTION 1B ACCORDING TO THE PLAT THEREOF RECORDED IN DOCUMENT NO. 2014065379 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS FROM WHICH A 1/2" IRON ROD SET AT THE NORTH EAST CORNER OF SAID LOT 30 BEARS, N.32°18'26"W. A DISTANCE OF 57.88 FEET;

THENCE S.32°18'26"E. ACROSS SAID 90.13-ACRE TRACT A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD SET AT THE POINT OF BEGINNING;

THENCE S.32°18'26"E. CONTINUING ACROSS SAID 90.13-ACRE TRACT 76.37 FEET TO A 1/2" IRON ROD SET AT THE NORTH CORNER OF SAID 1.50-ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 90.13-ACRE TRACT AND THE NORTH LINE OF A 810.32-ACRE TRACT OF LAND CONVEYED TO A SANTA RITA C7 INVESTMENTS, LLC BY DEED RECORDED IN DOCUMENT NO. 2013061332 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE WITH THE SOUTHERLY LINES OF SAID 1.50-ACRE TRACT AND ACROSS SAID 810.32-ACRE TRACT THE FOLLOWING FOUR COURSES:

1. S.32°18'26"E. A DISTANCE OF 49.40 FEET TO A 1/2" IRON ROD SET;
2. S.36°20'44"W. A DISTANCE OF 131.25 FEET TO A 1/2" IRON ROD SET;
3. S.28°44'10"W. A DISTANCE OF 195.72 FEET TO A 1/2" IRON ROD SET;
4. N.63°45'20"W. A DISTANCE OF 336.01 FEET TO A 1/2" IRON ROD SET AT THE EAST CORNER OF LOT 21, BLOCK B, SANTA RITA RANCH PHASE 1, SECTION 1C ACCORDING TO THE PLAT THEREOF RECORDED DOCUMENT NO. 2015038851 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS SAME BEING THE SOUTHEAST CORNER OF LOT 24 OF SAID SECTION 1B AND ON THE SOUTH LINE OF SAID 90.13-ACRE TRACT SAME BEING THE NORTH LINE OF A 810.32-ACRE TRACT;

THENCE N.19°15'46"E. WITH THE EAST LINE OF SAID LOT 24 AND ACROSS SAID 90.13-ACRE TRACT A DISTANCE OF 164.35 FEET TO A 1/2" IRON ROD SET AT THE NORTH EAST CORNER OF SAID LOT 24, AND ON THE SOUTH LINE OF HEDGEROW LANE ACCORDING TO SAID SECTION 1B;

THENCE WITH THE SOUTH LINE OF SAID HEDGEROW LANE AND CONTINUING ACROSS SAID 90.13-ACRE TRACT THE FOLLOWING THREE COURSES:

1. S.70°44'14"E. A DISTANCE OF 123.60 FEET TO A 1/2" IRON ROD SET AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;
2. SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 11.08 FEET, SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 25°24'10", AND A CHORD BEARING S.58°02'09"E., 10.99 FEET TO A 1/2" IRON ROD SET AT A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT;
3. NORTHEASTERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 143.44 FEET, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 136°58'22", AND A CHORD BEARING N.66°10'45"E., 111.64 FEET TO A 1/2" IRON SET;

THENCE N.57°41'34"E. CONTINUING ACROSS SAID 90.13-ACRE TRACT A DISTANCE OF 148.04 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 2.060 ACRES, MORE OR LESS.

DEDICATION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT SANTA RITA KC, LLC, BEING THE OWNER OF THAT 90.13 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2008093412 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND OWNER OF A 1.50 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2016078181 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 2.060 ACRES OUT OF SAID TRACT AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS "SANTA RITA RANCH PHASE 1, SECTION 1D", AND FURTHER ACKNOWLEDGE THAT 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 ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 5 DAY OF OCTOBER 2016.

SANTA RITA KC, LLC

BY:

8200 NORTH MOPAC, SUITE 300
AUSTIN, TX, 78759

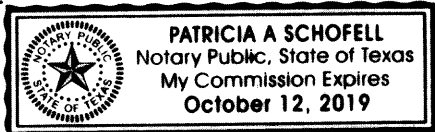
ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5 DAY OF OCTOBER, A.D., 2016.

Patricia A Schofell
NOTARY PUBLIC SIGNATURE



CONSENT OF MORTGAGEE

SEAL

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF DEED OF TRUST LIEN DATED OCTOBER 31, 2013, RECORDED AS DOCUMENT NO. 2008093412 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE
A TEXAS BANKING ASSOCIATION

BY:

PRINTED NAME: Allen E. Wise
TITLE: Executive Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME ON THIS DAY PERSONALLY APPEARED Allen E. Wise, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 4th DAY OF October, A.D., 2016.

Kayla Monarres
NOTARY PUBLIC SIGNATURE

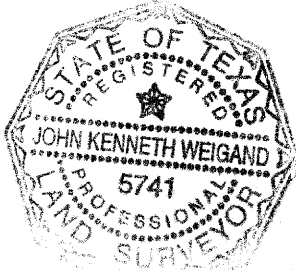


SEAL

SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

John K Weigand 10/4/2016
J. KENNETH WEIGAND DATE
R.P.L.S. No. 5741
STATE OF TEXAS



ENGINEER'S CERTIFICATION

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL No. 48491C0250E AND 48491C0275E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, J. KEITH COLLINS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

J Keith Collins 10/4/16
J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579



IN APPROVING THIS PLAT BY THE COMMISSIONERS' 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 COMMISSIONERS' 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 PLAT 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.

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 PLATTING AND DEVELOPMENT OF THIS 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.

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.

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

THAT I, NANCY 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 ON THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT 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 RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____

DATE: 12 AUGUST 2016

SCALE: 1" = 100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

RJ SURVEYING & ASSOCIATES, INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817

F-10015400

Commissioners Court - Regular Session**12.****Meeting Date:** 11/08/2016

Discuss consider and take appropriate action on approval of the amended plat for the Rancho Sienna Sec 4 Ph 1 subdivision - Pct 3

Submitted For: Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the amended plat for the Rancho Sienna Sec 4 Ph 1 subdivision - Pct 3.

Background

We are in receipt of a Scrivener's Affidavit (attached) from the Surveyor for a plat recorded in 2015 on which there some line distance label notations that are in error. Local Government Code 232.011(a)(1) and the Williamson County Subdivision Regulations provide for amending the plat, but require that this affidavit be approved by the Commissioner's Court prior to filing the correction with the County Clerk.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Scivener's Affidavit - Rancho Sienna Sec 4 Ph 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 11/01/2016

Reviewed By

Wendy Coco

Date

11/01/2016 04:58 PM

Started On: 11/01/2016 10:51 AM

SCRIVENER'S AFFIDAVIT

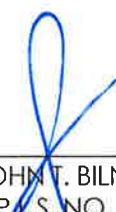
Final Plat of Rancho Sienna Section 4, Phase 1

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

John T. Bilnoski, RPLS, the Registered Professional Land Surveyor who sealed the below referenced Plat, personally appeared before the undersigned and being duly sworn, states the following:

1. The Final Plat of Rancho Sienna Section 4, Phase 1 (the "Plat") was recorded under Document No. 2015107466, in the Official Public Records of Williamson County, Texas.
2. Due to a scrivener's error, the Lot line label notations for portions of Lots 5, 6 and 7 of Block LL, of said plat of record are incorrect. The correct line label notations are depicted and further detailed on Exhibit "A" attached hereto and incorporated herein for all purposes.
3. By operation of this Scrivener's Affidavit, the correct Lot line label notations for portions of Lots 5, 6 and 7 of Block LL of said plat of record have been corrected and are as depicted on Exhibit "A" attached hereto

STANTEC CONSULTING
SERVICES INC.
221 WEST SIXTH STREET
SUITE 600
AUSTIN, TEXAS 78701


JOHN T. BILNOSKI
R.P.L.S. NO. 4998
STATE OF TEXAS
TBPLS # F-10194230

10/27/16



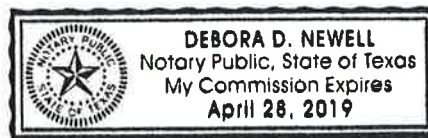
STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was signed, sworn to, and acknowledged before me by John T. Bilnoski, RPLS on

October 27, 2016.

[SEAL]


Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 2016, by _____, County Judge, of Williamson County, Texas, and do hereby certify that this Affidavit, 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 authorized to be registered and recorded in the proper records of the County Clerk of Williamson County Texas.

_____, County Judge
Williamson County, Texas

[SEAL]

UPON RECORDING RETURN TO:

Stantec Consulting Services
221 West Sixth, Suite 600
Austin, Texas 78701
Attention: John Pickens, P.E

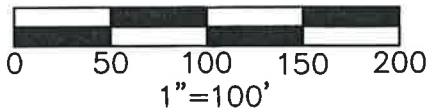
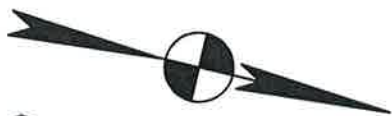
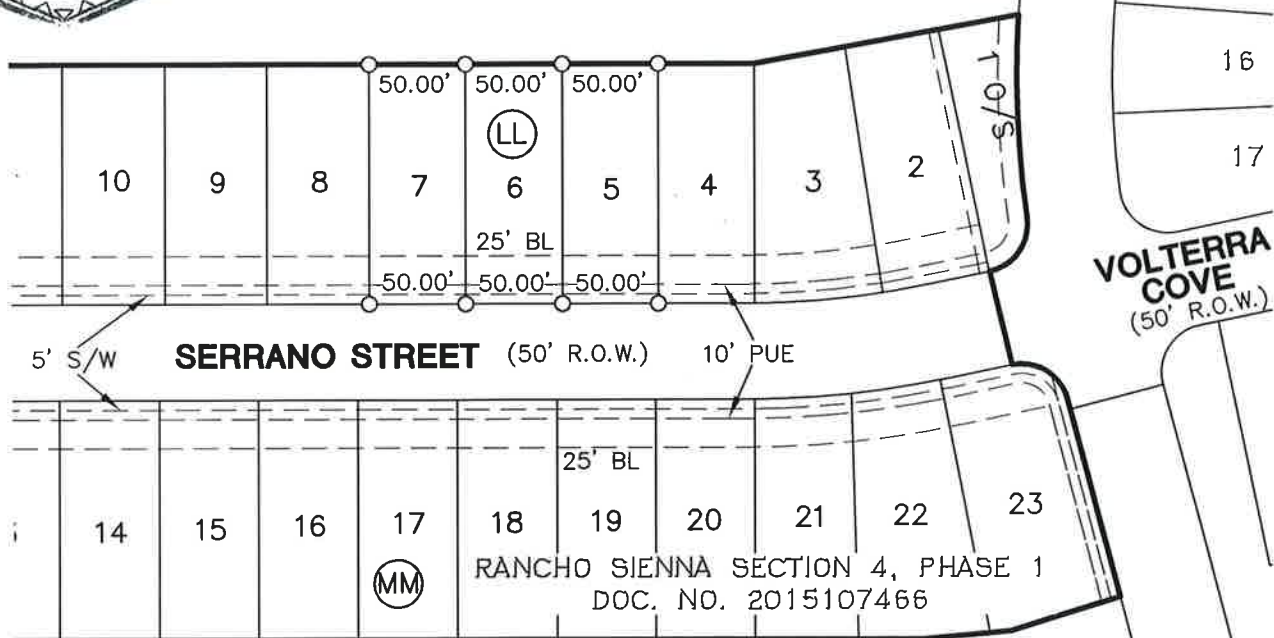


EXHIBIT "A"



REMAINDER OF 606.19 ACRES
RANCHO SIENNA KC, LP
DOCUMENT NO. 2007081893



REMAINDER OF 606.19 ACRES
RANCHO SIENNA KC, LP
DOCUMENT NO. 2007081893

REMAINDER OF TRACT 3A
17.147 ACRES
NASH RANCHO HILLS, LLC
DOCUMENT NO. 2014001964

LEGEND

- 1/2" IRON ROD
WITH "BURY"
CAP SET



Stantec

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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SURVEY EXHIBIT

OF THE CORRECTED LINE INFORMATION FOR LOTS
5, 6 AND 7 OF BLOCK LL, OF THE FINAL PLAT OF
RANCHO SIENNA SECTION 4, PHASE 1, A
SUBDIVISION OF RECORD IN DOCUMENT NO.
2015107466 OF THE OFFICIAL PUBLIC RECORDS OF
WILLIAMSON COUNTY, TEXAS.

**FINAL PLAT
RANCHO SIENNA
SECTION 4,
PHASE 1**

SHEET 1 OF 1

DATE: 07-14-16

DRAWN BY: MJR

FN: N/A

FILE: H:\102640\089\10264010089EX1.DWG

PROJECT No. 102640-10089

Commissioners Court - Regular Session**13.****Meeting Date:** 11/08/2016

Discuss consider and take appropriate action on approval of the final plat for the Windmill Acres Subdivision - Pct 2

Submitted For: Joe England**Submitted By:** Patrick Hughes, Unified Road System**Department:** Unified Road System**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Windmill Acres Subdivision - Pct 2.

Background

This rural subdivision consists of 7 single family lots and no new public roads. There is a planned arterial road (120-foot right-of-way) that runs north-south through this subdivision. An easement for the future right-of-way has been established and shown on the plat.

The preliminary plat was approved on September 20, 2016.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Plat - Windmill Acres Subdivision

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Patrick Hughes

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

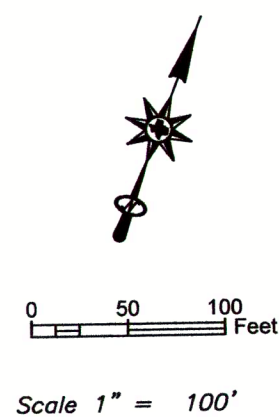
Started On: 11/03/2016 08:41 AM

Final Plat of Windmill Acres Subdivision

24.043 Acres out of the Nathaniel H. Mix Survey
Abstract No. 411, Williamson County, Texas

Legend

- O.P.R.W.C.T. = Official Public Records Williamson County, Texas
P.R.W.C.T. = Plat Records Williamson County, Texas
(xxxxx) = Denotes Record Data
● = 1/2" Iron Rod Found
⊙ = Capped 1/2" Iron Rod Found
○ = Capped 1/2" Iron Rod Set marked "WALKER 5283"
B.L. = Building Line Setback
D.E. = Drainage Easement
P.U.E. = Public Utility Easement
⊠ = Benchmark: Cotton Gin Spindle See Note 14



Bearing Basis:

Bearings cited hereon based on Grid North
Texas State Plane Coordinate System
Central Zone (NAD83)

Combined Scale Factor = 0.99989148
(for surface to grid conversion)

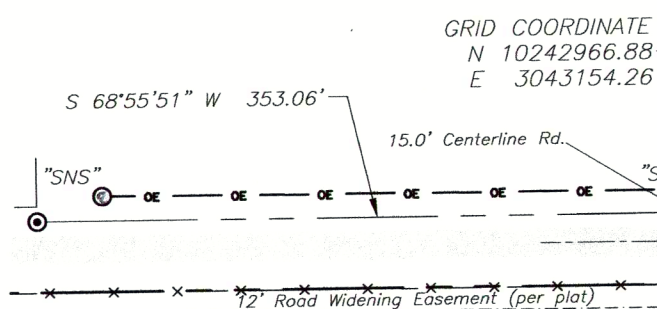
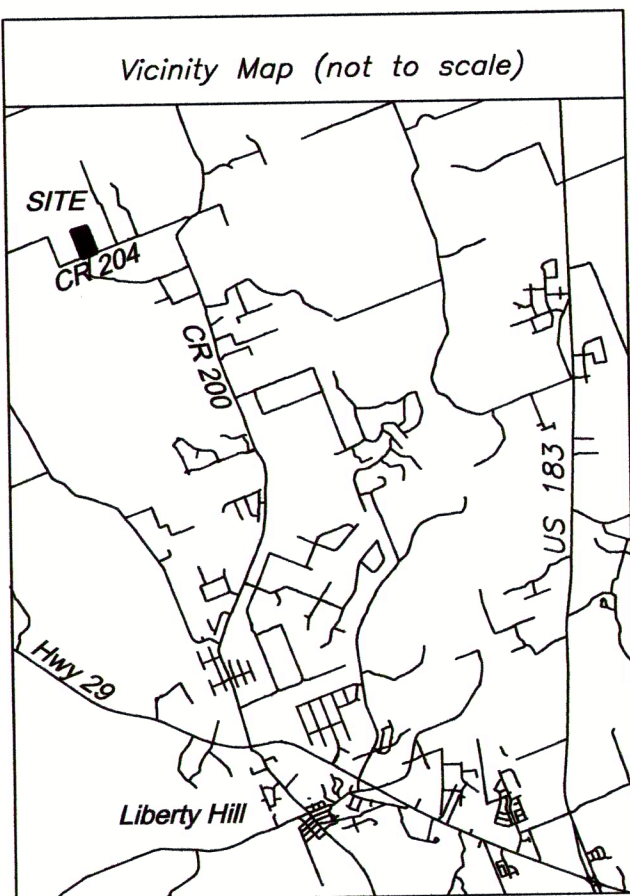
Inverse Scale Factor = 1.00015281
(for grid to surface conversion)

Scaled about 0.0

Elevations shown here are based on
Network GPS observations in NAVD88.

Driveway Culvert Table			
Lot No.	Diameter	Min. Length	Invert Elev.
1	18"	22'	1018'
2	18"	22'	1020'
3	18"	22'	1016'
4	18"	22'	1016'
5	18"	22'	1015'
6	18"	22'	1012'
7	18"	22'	1014'

Jessie Ronny Urive Jr.
12.048 Acres
Document No. 2014038314
O.P.R.W.C.T.



Hidden Meadows of Liberty Hill
Cabinet Q, Slide 213
P.R.W.C.T.

Charles E. & Neal & R. Elroy Foust
92.17 Acres
Doc. No. 1996053712
O.P.R.W.C.T.

Benchmark
Elev. = 1021.07'

Final Plat of Windmill Acres Subdivision

24.043 Acres Out of the Nathaniel H. Mix Survey
Abstract No. 441, Williamson County, Texas

PERIMETER DESCRIPTION

BEING ALL OF THAT CERTAIN TRACT OF LAND CONTAINING 24.043 ACRES, IN THE NATHANIL H. MIX SURVEY, ABSTRACT 411, WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING OUT OF TRACT I AND TRACT II, CONTAINING 24.091 ACRES, AS RECORDED IN DOCUMENT 2014085579 OF THE OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS, AND BEING A TRACT OF LAND OUT OF THE 394.665 ACRES CONVEYED TO SUZCO, LLC, IN A WARRANTY DEED RECORDED IN DOCUMENT NO. 2012037979 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 24.043 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Beginning at a capped 1/2" Iron Rod Found marked "RLS 5785", in the Common line of said 394.665 acres and a called 149.892 tract of land to Thomas G. Foust, as recorded in Volume 395, Page 636, of the Deed Records of Williamson County, Texas, also being the Northeast corner of said Tract I, also being a point in the West line of a 10.7389 acre tract conveyed to Robert M. & Tyree J. Wolesensky, recorded in Document No. 2011066457 of the Official Public Records of Williamson County, Texas, also being a point at the Southeast Corner of a 40.001 acre tract conveyed to Patricia Reyna, recorded in Document No. 2014015652 of the Official Public Records of Williamson County, Texas, for the Northeast Corner hereof, from which a capped 1/2" Iron Rod Found marked "CRIGHTON", at the Northwest Corner of said 10.7389 acre tract bears: North 20°57'31" West, 399.45 feet,

THENCE, South 20°59'06" East, with said Common line, along or near a fence, passing a 1/2" Iron Rod Found, at the Southwest corner of said 10.7389 acre tract, also being the Northwest Corner of a 20.8428 acre tract conveyed to Robert M. and Tyree J. Wolesensky, recorded in Document No. 2011066457 of the Official Public Records of Williamson County, Texas, a distance of 7.09 feet, continuing along or near a fence, to a capped 1/2" Iron Rod Set marked "WALKER 5283", at the Southwest corner of said 20.8428 acre tract, also being the Northwest Corner of a 16.00 acre tract conveyed to Pamela A. and Ronnie R. Stevenson, recorded in Volume 593, Page 923, of the Deed Records of Williamson County, Texas, a total distance of 794.58 feet, from which from which a 1/4" Iron Rod Found at the Northeast corner of said 16.00 acre tract, also being the Southeast corner of said 20.8428 acre tract, bears: North 69°36'09" East, 1154.15 feet,

THENCE, along the West Line of said 16.00 acre tract, South 20°20'39" East, 608.28 feet to a capped 1/2" Iron Rod Set marked "WALKER 5283", a point in the Northerly Right-of-Way line of County Road 204, said point being the Southwest Corner of said 16.00 acre tract, from which the Southeast Corner of said 24.091 acre tract, also being the Southeast Corner of said 394.665 acre tract, bears: North 68°57'54" East, 6.80 feet,

THENCE, South 68°57'54" West, with said Right-of-Way line, passing a capped 1/2" Iron Rod Found marked "SNS", at the Southwest corner of said Tract I same being the Southeast Corner of said Tract II, a distance of 362.25 feet, for a total distance of 723.65 feet, to a capped 1/2" Iron Rod Found marked "SNS", in said Right-of-Way line, for the Southwest Corner hereof, also being the Southwest Corner of said Tract II, same being the Southeast Corner of a 12.048 acre tract conveyed to Jessie Ronny Urive Jr., recorded in Document No. 2014038314 of the Official Public Records of Williamson County, Texas, from which a 1/2" Iron Rod Found at the Southwest Corner of said 12.048 acre tract bears: South 68°55'51" West, 353.06 feet,

THENCE, departing said Right-of-Way line with the Common line of said Tract II and said 12.048 acre tract along a fence, North 20°59'23" West, 1470.19, to a capped 1/2" Iron Rod Found marked "SNS", in the Southerly line of said 40.001 acre tract, at the Northwest Corner of said Tract II same being the Northeast Corner of said 12.048 acre tract, from which a 1/2" Iron Rod Found at the Northwest Corner of said 12.048 acre tract bears: South 74°14'14" West, 354.40 feet,

THENCE, North 74°14'02" East, with the Common line of said Tract II and said 40.001 acre tract along a fence, passing a capped 1/2" Iron Rod Found marked "SNS", at the Northeast Corner of said Tract II, same being the Northwest Corner of said Tract I, a distance of 362.45 feet, and a total distance of 733.61, to the Point of Beginning, and containing 24.043 Acres of land.

GENERAL PLAT NOTES

1. Lots 2, 3, 4, 5 and 6 may not be further subdivided.
2. Water service provided by private wells.
3. Sewer service provided by On-Site Sewage Facility.
4. A de facto certificate of compliance is hereby issued for all lots within this subdivision except for lots 3, 4, 5, 6, and 7. This certificate is valid until such time as FEMA revises or newly adopts floodplain boundaries in this area. A floodplain development permit must be obtained from the Williamson County floodplain administrator for lots 3, 4, 5, 6, and 7 prior to any construction or development.
5. A ten (10) foot public utility and drainage easement is hereby dedicated adjacent to all property lines unless otherwise noted on the plat.
6. A ten (10) foot building line is located adjacent to all property lines unless otherwise noted on the plat.
7. 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 this property.
8. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. 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 roads in the subdivision have finally been accepted for maintenance by the county.
9. 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.
10. Right-of-way easements for future right of way, 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 or future roadway.
11. The landowner assumes all risks associated with improvements located in the right-of-way or road widening easements. By placing anything in the right-of-way or road widening easements, the landowner indemnifies and holds the county, its officers, and employees harmless from any liability owing to property defects or negligence not attributable to them and acknowledges that the improvements may be removed by the county and that the owner of the improvements will be responsible for the relocation and/or replacement of the improvement.
12. All public roadways and easements as shown on this plat are free of liens.
13. Landscaping is prohibited within the country road right-of-way.
14. Benchmark: Cotton Gin Spindle set at the North edge of pavement of CR 204, 35 feet west and 7.8 feet south of the Southeast corner of subdivision. Elevation = 1012.07'
15. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation that is located within five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
16. The minimum finished floor elevations shown on this plat were determined by adding one (1) foot to the base flood elevation (bfe) as determined by a study prepared by Phil Smith, P.E. Dated May 28, 2016.

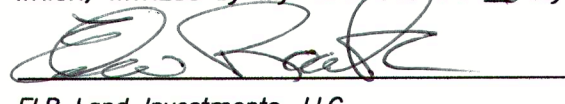
Final Plat of Windmill Acres Subdivision

24.043 Acres Out of the Nathaniel H. Mix Survey
Abstract No. 441, Williamson County, Texas

OWNER'S CERTIFICATION

STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS

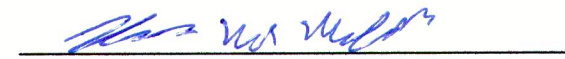
I, Edwin Roark, manager for ELR Land Investments, LLC, sole owner of the certain 24.091 acre tract of land shown hereon and described in a deed recorded in Document No. 2016041025 of the Official Records of Williamson County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County, the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as "Final Plat of Windmill Acres Subdivision", TO CERTIFY WHICH, WITNESS by my hand this the 26 day of October, 2016.


ELR Land Investments, LLC
By: Edwin Roark, manager
3910 Sequoia Trail West
Georgetown, TX 78628

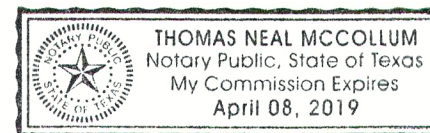
STATE OF TEXAS }
COUNTY OF WILLIAMSON } KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Edwin Roark, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this the 26 day of October, 2016.


Notary Public in and for the State of Texas

My Commission expires on: Apr 8, 2019

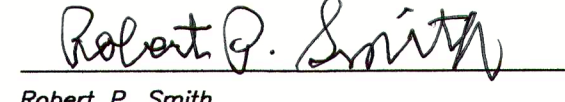


ENGINEER'S CERTIFICATION

I, Robert P. Smith, Registered Professional Engineer in the State of Texas, do hereby certify that this said 24.091 acre tract, is not in the Edwards Aquifer Recharge Zone and is encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0250E, effective date September 26, 2008, and that each lot conforms to the Williamson County, Texas regulations.

The boundary of the floodplain as determined by an engineering study is shown herein.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 31st day of October, 2016.



Robert P. Smith
Registered Professional Engineer No. 40030 (sealed)
State of Texas

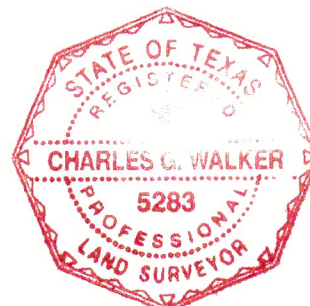


SURVEYOR'S CERTIFICATION

I, Charles G. Walker, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly placed under my supervision in accordance with the subdivision regulations of Williamson County, Texas.

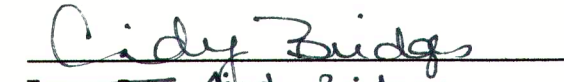
TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this the 26 day of October, 2016.


Charles G. Walker
Registered Professional
Land Surveyor Number 5283 (Sealed)
State of Texas



ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this the ____ day of _____, 2016 A.D.


~~Teresa Baker~~ Cindy Bridges
Williamson County Addressing Coordinator

HEALTH DISTRICT APPROVAL

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, RS, OS0029596
Assistant Deputy Director, Environmental Health Services, WCCHD
Date 11/01/2016

COUNTY JUDGE'S APPROVAL

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 of plat, with field notes heron, for a subdivision having been fully presented to the Commissioner's Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Dan A. Gattis, County Judge
Williamson County, Texas

COUNTY CLERK'S CERTIFICATION

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 _____, 2016, 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 Document 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

Commissioners Court - Regular Session**14.****Meeting Date:** 11/08/2016

Recognition of Certification

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Acknowledge County Attorney employees for the Certification of "Basic Instructor Proficiency" from Texas Commission on Law Enforcement(TCOLE).

Background

Brandon Dakroub, Stephanie Greger, Michael Cox, Melissa Hightower, Rudy Gonzalez, Blake Plueckhahn, Nathan Rowland, and John McKinney each completed a 40 hour class and received the certification which will now allow our office to instruct classes for local law enforcement and that officer will be able to receive credit from these classes.

A Special thanks to the Sheriff's Office for providing the certification platform for the training and Georgetown Police Department for providing the facilitators which made achieving the certification possible.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/02/2016 04:54 PM

Commissioners Court - Regular Session**15.****Meeting Date:** 11/08/2016

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Lydia Linden

Final Approval Date: 10/18/2016

Reviewed By

Wendy Coco

Date

10/18/2016 08:13 AM

Started On: 10/17/2016 01:50 PM

Commissioners Court - Regular Session**16.****Meeting Date:** 11/08/2016

2013 Road Bond Transfer

Submitted By: Jaime Aleman, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the transfer of 2013 Road Bond per the recommendations of Mike Weaver, Road Bond Manager in the amount of \$1,700,000.00 from Non-Department (P290) to Arterial H Extension (P276).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments2013 R Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jaime Aleman

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/02/2016 03:25 PM

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

Prime Strategies, Inc.

Memo

To: Jaime Aleman, Williamson County Auditor's Office.
Pam Navarrette, Williamson County Auditor's Office

From: Michael J. Weaver

Date: November 2, 2016

Re: 2013 Road Bond Budget Adjustments

Please make the following budget transfer for projects funded by the 2013 Road Bond Program.

- Move \$1,700,000.00 from P-290 2013 Unallocated to P-276 Arterial H

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Marie Walters, PSI
Christen Eschberger, P.E., HNTB

Commissioners Court - Regular Session**17.****Meeting Date:** 11/08/2016

2006 Road Bond Transfer

Submitted By: Jaime Aleman, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the transfer of 2006 Road Bond per the recommendations of Mike Weaver, Road Bond Manager in the amount of \$250,000.00 from Non Department (P156) to CR 111 Extension (P249), \$700,000.00 from Non-Department (P156) to Forest North Drainage Improvements (P255), \$850,000.00 from Non-Department (P156) to Inner Loop at Wilco Way (P226).

Background

Fiscal Impact

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

Attachments2006 R Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jaime Aleman

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/02/2016 03:45 PM

Memo

To: Jaime Aleman, Williamson County Auditor's Office.
Pam Navarrette, Williamson County Auditor's Office

From: Michael J. Weaver

Date: November 2, 2016

Re: 2006 Road Bond Budget Adjustments

In an effort to close out the 2006 Road Bond program budgets, please make the following budget transfers for projects funded by the 2006 Road Bond Program.

- Move \$250,000.00 from P-156 2006 Unallocated to P-249 CR 111 Extension
- Move \$700,000.00 from P-156 2006 Unallocated to P-255 Forest North Drainage Improvements
- Move \$850,000.00 from P-156 2006 Unallocated to P-226 Inner Loop at Wilco Way

If you have any questions, please let me know.

Cc: Bob Daigh, Williamson County Sr. Director of Infrastructure
Marie Walters, PSI
Christen Eschberger, P.E., HNTB

Commissioners Court - Regular Session**18.****Meeting Date:** 11/08/2016

CR 101 Real Estate Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take appropriate action on a Real Estate Contract with Janie R. Barron for ROW needed on CR 101.
(PARCEL 42)

Background

Fiscal Impact

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

AttachmentsBarron Real Estate Contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 09:33 AM

REAL ESTATE CONTRACT
CR 101 Right of Way—Parcel 42

THIS REAL ESTATE CONTRACT ("Contract") is made by JANIE R. BARRON (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

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

All of that certain 0.007 acre (312 Sq. Ft.) tract of land in the John Thomas Survey, Abstract No. 610, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 42)**

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of NINE HUNDRED and 00/100 Dollars (\$900.00).

Payment of Purchase Price

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

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

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

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

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

**ARTICLE V
CLOSING
Closing Date**

5.01. The Closing shall be held at the office of Independence Title Company on or before December 15th, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

ARTICLE VI BREACH BY SELLER

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

ARTICLE VII BREACH BY PURCHASER

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

ARTICLE VIII MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

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

Counterparts

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

[signature page follows]

SELLER:

Janie R. Barron
Janie R. Barron

Date: 10-28-16

Address: 12610 Pecan School Rd
Bartlett, Tex 76511

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Highway: C.R. 101
Parcel: 42

PROPERTY DESCRIPTION FOR
PARCEL 42

DESCRIPTION OF A 0.007 ACRE (312 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JOHN THOMAS SURVEY, ABSTRACT NO. 610, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 5.711 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO JANIE R. BARRON BY INSTRUMENT RECORDED IN DOCUMENT NO. 2000030575 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.007 ACRE (312 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at 1/2" iron rod found in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the southeasterly corner of said 5.711 acre tract, same being the northeasterly corner of Lot 1, Rolling Acres, a subdivision of record in Cabinet G, Slide 123-124 of the Plat Records of Williamson County, Texas, conveyed to Duane B. Toavs and Diane Toavs by instrument recorded in Document No. 2001055090 and Document No. 2001061976 both of the Official Public Records of Williamson County, Texas;

THENCE, departing said Lot 1, with the common boundary line of said 5.711 acre tract and said existing westerly ROW line N 22°13'02" W for a distance of 576.86 feet to an iron rod with aluminum cap stamped 'WILCO ROW 5050' set, 59.06 feet left of proposed County Road baseline station 184+13.35, having grid coordinates of N=10,192,698.07, E =3,186,695.45, being the proposed westerly ROW line of C.R. 101, for the southerly corner and POINT OF BEGINNING of the herein described tract;

1. THENCE, departing said existing westerly ROW line, through the interior of said 5.711 acre tract, with said proposed westerly ROW line, N 66°42'57" W for a distance of 35.66 feet to an iron rod with aluminum cap stamped 'WILCO ROW 5050' set, 84.06 feet left of proposed C.R. 101 baseline station 184+38.79, in the existing southerly ROW line of C.R. 394 (a/k/a C.R. 100) (variable width ROW), for the westerly corner of the herein described tract, and from which a 1/2" iron rod found in said existing southerly ROW line, being the northwesterly corner of the westerly one-half of that called 5.711 acre tract of land conveyed to Bobby Rue Barron by instrument recorded in Volume 889, Page 48 of the Deed Records of Williamson County, Texas, bears S 68°47'09" W at a distance of 802.11 feet;
2. THENCE, departing said proposed ROW line, with the existing southerly ROW line of said C.R. 394, same being the northerly boundary line of said 5.711 acre tract (Tract 1), N 68°47'09" E for a distance of 25.00 feet to the calculated intersection of said C.R. 394 and said C.R. 101, for the northeasterly corner of the herein described tract;
3. THENCE, departing said existing southerly ROW line of C.R. 394, with said existing westerly ROW line of C.R. 101, same being the easterly boundary line of said 5.711 acre tract, S 22°13'02" E, for a distance of 25.00 feet to the POINT OF BEGINNING, containing 0.007 acres (312 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, Lawrence M. Russo, 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.

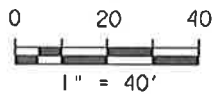
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Lawrence M. Russo
Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

09/27/2016
Date



PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 09/27/16
PAGE 2 OF 3JOHN THOMAS SURVEY
ABSTRACT No. 610

EXISTING R.O.W.

C.R. 394
(A/K/A. C.R. 100)
(R.O.W. WIDTH VARIES)STA. 184+38.79
84.06' LTEXISTING R.O.W. (206.75')
(N71°30'35"E 827.11')
(S68°47'09"W 802.11')

(N71°30'35"E 413.56')

PROPOSED
R.O.W.0.007 AC.
312 SQ. FT.P.O.B.
STA. 184+13.35
59.06' LT
GRID COORDINATES:
N=10192698.07
E=3186695.45JANIE R. BARRON
TRACT 1
(5.711 AC.)
DOC. NO. 2000030575
O.P.R.W.C.T.JANIE R. BARRON
TRACT 2
EASTERLY 1/2 5.711 AC.
(2.8555 AC.)
DOC. NO. 2000030575
O.P.R.W.C.T.BOBBIE RUE
BARRON
WESTERLY
1/2 5.711 AC.
(2.8555 AC.)
VOL. 889, PG. 48
D.R.W.C.T.

NUMBER	DIRECTION	DISTANCE
L1	N66°42'57"W	35.66'
L2	N68°47'09"E	25.00'
L3	S22°13'02"E	25.00'

P.O.R.

LOT 1
ROLLING ACRES
CAB. G, SL. 123-124
P.R.W.C.T.DUANE B. TOAVS
AND DIANE TOAVS
DOC. NO. 2001055090
DOC. NO. 2001061976
O.P.R.W.C.T.

OSTENSIBLE SURVEY LINE

C.R. 101
(R.O.W. WIDTH VARIES)

EXISTING R.O.W.

183+00

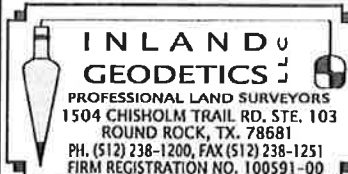
184+00

PROPOSED C.R. 101 BASELINE

EXISTING R.O.W.

185+00

EXISTING R.O.W.

C.R. 368
(R.O.W. WIDTH VARIES)JAMES C. EAVES SURVEY
ABSTRACT 116. 213

PARCEL PLAT SHOWING PROPERTY OF

JANIE R. BARRON

PARCEL 42

SCALE
1" = 40'PROJECT
CR 101COUNTY
WILLIAMSON

LEGEND

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV. 09/27/16
PAGE 3 OF 3

✱	FENCE CORNER POST FOUND	℄	CENTER LINE
●	1/2" IRON ROD FOUND UNLESS NOTED	℄	PROPERTY LINE
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP	()	RECORD INFORMATION
⊙	COTTON GIN SPINDLE FOUND	— —	LINE BREAK
⊙	1/2" IRON PIPE FOUND UNLESS NOTED	↗	DENOTES COMMON OWNERSHIP
X	X CUT FOUND	P.O.B.	POINT OF BEGINNING
▲	60/D NAIL FOUND	P.O.R.	POINT OF REFERENCE
△	CALCULATED POINT	N.T.S.	NOT TO SCALE
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE)	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
		O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
		O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
		P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622946-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 20, 2016, ISSUE DATE JULY 29, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 280, PAGE 356, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

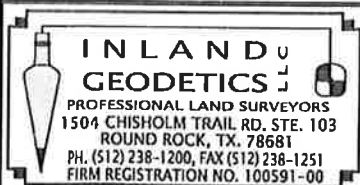
F. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 697, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

Lawrence M. Russo 09/27/2016
LAWRENCE M. RUSSO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681



	ACRES	SQUARE FEET
ACQUISITION	0.007	312
CALC/DEED AREA	5.711	248,771
REMAINDER AREA	5.704	248,459



PARCEL PLAT SHOWING PROPERTY OF

JANIE R. BARRON

SCALE

1" = 40'

PROJECT

CR 101

COUNTY

WILLIAMSON

PARCEL 42

Commissioners Court - Regular Session**19.****Meeting Date:** 11/08/2016

Agreement forms for Catering services at Williamson County Expo Center

Submitted For: Randy Bell**Submitted By:** Randy Bell, Parks**Department:** Parks**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding application and indemnification agreement forms for issuance of event catering permits to support operations of the Williamson County Expo Center, including but not limited to delegation of signing authority to Parks Department Head or Expo Center General Manager for the county on approved forms on condition that forms are not changed (any changes to the forms will require additional commissioners court approval).

Background

These forms are for short term or "event" catering. This is different from the county's concessionaire that was obtained via an RFP process. The forms obtain necessary administrative details while preserving the county's discretion to cancel a permit at any time.

Fiscal Impact

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

Attachments[Application for Catering Permit](#)[Caterers Event Permit Agreement with Indemnification](#)[Williamson County Expo Policy and Procedures Handbook Revised](#)

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Randy Bell

Final Approval Date: 11/03/2016

Reviewed By

Hal Hawes

Wendy Coco

Date

11/02/2016 02:25 PM

11/03/2016 10:22 AM

Started On: 11/01/2016 04:27 PM

*******Separate Application Required for Each Caterer's Event Permit Date – No Automatically Reoccurring Events*******

**APPLICATION FOR
WILLIAMSON COUNTY EXPOSITION CENTER
CATERER'S EVENT PERMIT**

All applications must be submitted to Expo Center staff at least ten (10) business days before the event permit date. All applications must be approved before being scheduled. Please submit the application through the General Manager, 210 NW Carlos G. Parker Blvd., Taylor, TX 76574 or submit via email to at expo@wilco.org.

Williamson County can only provide reservations for the space within the boundaries of the county-owned facility, and such permitted activity must abide by county policies.

Purpose: The purpose of the caterer's permit is so that the Expo Center staff can help ensure caterer's understanding of County expectations.

Scope: A catering permit will be required for a vendor to bring outside food and/or beverage (including alcohol) for a scheduled event. The permit will be requested by the caterer. For legal compliance questions involving food service, please contact the Williamson County and Cities Health District at **(512) 943-3600** for regulations and requirements.

Alcohol: Alcohol must be provided by an Approved Alcohol Caterer with adequate liquor liability insurance coverage confirmed and submitted as required below. The Licensee must provide security for any event serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited in all parts of the facility for any event. All alcohol sales and service must be stopped at a minimum of 30 minutes prior to the scheduled end of the event but may be shut off sooner if deemed necessary by Expo Center staff, Licensee, law enforcement or other authorized representative.

If alcohol is to be SERVED or SOLD in any Williamson County Exposition Center facility for a scheduled event the following requirements must be met:

- Approved Alcohol Caterer must comply with all Texas Alcoholic Beverage Commission statutes including “Texas Alcoholic Beverage Commission Temporary Licenses Permit” (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) when applicable.
- Approved Alcohol Caterer must provide certificate of insurance including liquor liability as described in the insurance section herein.
- Approved Alcohol Caterer must provide security plan to Expo Center Staff for final approval a minimum of 30 days prior to scheduled event.

Alcohol Insurance: Proof of current comprehensive liquor liability insurance is required for all events at the Williamson County Exposition Center serving or selling alcohol. A one million dollars (\$1,000,000.00) with a two million dollars (\$2,000,000.00) aggregate comprehensive liquor liability insurance for bodily injury or death is required. The policy must name, Williamson County as a certificate holder and additionally insured. The policy must be effective during the times as stated on the Agreement, including move-in and move-out dates. The policy must list the dates (including move-in/move-out) and name of the event under description of operations.

Alcohol Signage and Permit: The alcohol caterer is responsible for all signage to be posted according to the TABC regulations. The caterer must also provide the Williamson County Exposition Center with a copy of the Texas Alcoholic Beverage Commission Temporary Licenses Permit before the move in of any alcohol beverages.

Catering Prep and Tables: The caterer will be able to use the catering preparation area if needed as part of the approved permit. The Williamson County Expo Center will supply up to four (4) eight (8) foot-long rectangle tables for serving as part of the approved permit.

Glass Containers: Glass drinking containers are not permitted in any Williamson County Exposition Center facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Covered Expo, or Parking Lot.

Date of Submission: _____ Event Permit Date: _____

Organization Planning Event: _____

Caterer for Event Permit: _____

Address of Caterer: _____

Contact Person for Caterer: _____ Phone Number: _____

Requested Permit:

- ☐ Food and Beverage (non-alcohol)
- ☐ Food and Beverage (alcohol)
- ☐ Beverage (alcohol)

Catering Menu: _____

Beverage Menu: _____

Time Caterer's Permit Starts: _____ Time Caterer's Permit Ends: _____

Number of guests to be served: _____ Caterer's Event Permit Cost: _____

Cost: Rates for obtaining a catering permit for the Expo Center.

Food and Beverage (non-alcohol)

- | | |
|--------------------------------|---------------|
| <input type="radio"/> 25-150 | Guest = \$100 |
| <input type="radio"/> 151-300 | Guest = \$200 |
| <input type="radio"/> 301-500 | Guest = \$300 |
| <input type="radio"/> 501-750 | Guest = \$400 |
| <input type="radio"/> 751-1000 | Guest = \$500 |

Beverage (alcohol)

- | | |
|--------------------------------|---------------|
| <input type="radio"/> 25-150 | Guest = \$100 |
| <input type="radio"/> 151-300 | Guest = \$200 |
| <input type="radio"/> 301-500 | Guest = \$300 |
| <input type="radio"/> 501-750 | Guest = \$400 |
| <input type="radio"/> 751-1000 | Guest = \$500 |

Food and Beverage (alcohol)

- | | |
|--------------------------------|----------------|
| <input type="radio"/> 25-150 | Guest = \$200 |
| <input type="radio"/> 151-300 | Guest = \$400 |
| <input type="radio"/> 301-500 | Guest = \$600 |
| <input type="radio"/> 501-750 | Guest = \$800 |
| <input type="radio"/> 751-1000 | Guest = \$1000 |

If a Central Preparation Facility (CPF) is used for any part of the preparation of food for the event provide the following information:

CPF Name: _____

Permit #: _____ Permit expiration date _____

Address: _____

If the food being sold and/or sampled is produced under a Manufactured Foods Permit issued by the Texas Department of State Health Services, a copy of that permit must be on site at each event.

All food and drink must be dispensed from a covered or "roofed" serving station. All equipment used for heating foods must remain covered and opened only as required for service.

Grills or other cooking equipment, placed outside of the covered food prep area, must have a lid or other durable cover. No food prep or service can be conducted on an uncovered surface or cooking unit.

List ALL food and drinks to be prepared, cooked, held under temperature control, and/or served (No part of food preparation or storage may take place in a home/unpermitted facility)

***Please indicate where each step will take place, TFE (on-site) or CPF.**

Item	Thaw	Cut/Wash	Cook	Temp Control	Reheat	Pre-Package

TCS foods requiring hot or cold hold will be transported to ensure proper temperature control

_____ in ice chest(s) with cold packs and thermometer (41°F)

_____ in ice chest(s) with hot pack and thermometer (135°F)

_____ if other, describe: _____

The following foods will be purchased at an approved facility for preparation on site (circle all that apply):

_____ Beef	Raw / Precooked	Purchased from? _____
_____ Chicken	Raw / Precooked	Purchased from? _____
_____ Fish	Raw / Precooked	Purchased from? _____

If baked goods are to be sold, where were they prepared or purchased? _____

Will drinks be served (check one): _____ in cups with ice _____ in original containers

Describe the location and set-up for **washing/rinsing/sanitizing of utensils**: _____

I have read and understand the conditions of this permit application.

Applicant / Representative Signature

Date

Special Requests:

Reservation Procedures and General Policies:

- a) Reservations for Caterer's Event Permit use of the County Expo facility will be reviewed on a first come – first served basis.
- b) No single group or individual will be given preference or priority so that the Expo Facility is made available to serve the needs of as many different groups as possible. Equal access shall be given to all groups and individuals applying, and no group or individual shall be denied access because of considerations of race, sex, religious or political persuasion, or because of the political, religious, or social aims expressed by an individual or group, or by any group's members.

- c) The frequency with which one group may utilize the Expo facility for a Caterer's Event Permit is at the discretion of Williamson County.
- d) Williamson County retains the right to refuse requests for use space or to cancel reservations before or while they are in effect if these policies are not complied with, or if the space requested is needed for governmental functions. The County further reserves the right to mandate set-back lines for a designated space usage and also reserves the right to set reasonable time limits on any permit request.
- e) Williamson County reserves the right to mandate proof of event insurance coverage, payment of any clean-up costs, adequate security measures, or other reasonable requirements to protect the public health and safety.
- g) Applicants must sign an indemnification and event permit agreement in exchange for the permit.
- h) Permission to use the public facility for a Caterer's Event Permit shall not, in any way, constitute an endorsement of the group or individual, or their policies and activities.
- i) Williamson County retains the right to amend the requirements and policies for event use of a county owned facility at any time, or by any group.

For Expo Center Use Only:

Other Caterer's Event Permits scheduled at same location on date of event: yes / no

If so, what events are scheduled:

1.) _____

2.) _____

☐ **Approved for the following date(s) and times:**

☐ **Denied based on following:**

Date Reviewed: _____

Authorized County Representative

**WILLIAMSON COUNTY EXPOSITION CENTER
INDEMNIFICATION AND CATERER EVENT
PERMIT AGREEMENT**

AGREEMENT:

IN EXCHANGE FOR AN EVENT(S) PERMIT, _____ (HEREINAFTER REFERRED TO AS "APPLICANT"), AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD WILLIAMSON COUNTY, TEXAS AND HER AGENTS, REPRESENTATIVES, AND/OR EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO ANY DAMAGES ARISING FROM CLAIM(S) RELATING TO THE BELOW-DESCRIBED EVENT(S), INCLUDING BUT NOT LIMITED TO OUT-OF-POCKET, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE EVENT(S) DESCRIBED BELOW AND AS FURTHER DESCRIBED IN AN APPLICATION FOR USE OF A COUNTY-OWNED FACILITY, SUBMITTED ON OR ABOUT _____ (DATE) TO WILLIAMSON COUNTY, GEORGETOWN, TEXAS. APPLICANT EXPRESSLY AGREES THAT IT IS ASSUMING ALL RISK WITH REGARD TO THE EVENT(S) DESCRIBED BELOW AND SHALL REIMBURSE WILLIAMSON COUNTY FOR ALL DAMAGES, INCLUDING COURT COSTS AND ATTORNEY'S FEES FOR THE COLLECTION OF SUCH REIMBURSEMENT, IF NECESSARY.

Williamson County does not waive any sovereign immunity under this agreement.

This agreement is subject to Texas law with venue in Williamson County, Texas.

EVENT DESCRIPTION:

ADDITIONAL PERMIT REQUIREMENTS:

Williamson County expressly reserves the right to rescind or revoke an event permit where it is deemed necessary and will give as much notice as possible in good faith in the situation that an event permit must be cancelled.

LEGAL COMPLIANCE:

APPLICANT expressly agrees to comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws.

DUTY TO REPORT PROBLEMS

APPLICANT expressly agrees to inform Williamson County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the event and will make good faith efforts to correct any problems or errors that come to light in a timely and reasonable manner.

NO AGENCY RELATIONSHIP

APPLICANT expressly understands and agrees that APPLICANT shall not in any sense be considered a partner or joint venturer with Williamson County, nor shall APPLICANT in any manner hold itself out as an agent or official representative of Williamson County.

CLEANING UP

APPLICANT expressly agrees it shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this permit agreement. At completion of the event, APPLICANT shall remove from and about the premises: waste materials and all rubbish. If APPLICANT fails to clean up as provided, the cost thereof shall be charged to APPLICANT and all future applications for Caterer event space will consider the APPLICANT's compliance with previous permit agreements in considering whether or not future permits will be granted.

NO ASSIGNMENT

APPLICANT may not assign this permit agreement.

Accepted by and for Williamson County, Texas:

BY: _____
Authorized Representative

Accepted by and for Applicant:

(Owner or Agent- Printed)

(Date Signed)

BY: _____
(Signature)

(Signature)

SUBSCRIBED AND SWORN TO BEFORE ME by _____
(authorized agent) on this the ____ day of _____, 201__.

Notary Public in and for the
State of Texas



Facilities Management Policies and Procedures



Adopted by the Williamson County Commissioners Court on

Williamson County Exposition Center

PURPOSE OF POLICIES AND PROCEDURES

Provide a consistent guideline for Event Holders, Licensees and Users. Provide a safe and quality experience while using the Williamson County Exposition Center.

PURPOSE OF FEES

Generate revenues to offset the operational costs of the facility and to provide funds for future capital improvements.

ESTABLISHMENT OF FEES

License and Use fees for Williamson County Exposition Center will be reviewed on an annual basis with consideration given to:

- the service needs of the community,
- the facility target user market,
- competitive and reasonable rental rates and
- operational costs and the need for future capital improvements.

FACILITY

Williamson County Exposition Center:

- Parking Lot
- Main Arena
- Indoor Exposition Hall (North)
- Indoor Exposition Hall (South)
- Outdoor Covered Exposition Hall
- Meeting Room
- Conference Room
- Catering/Warming Kitchen

GENERAL USAGE POLICY

Williamson County retains control and management of the Williamson County Exposition Center at all times, and shall have the right at all times to enforce all rules and regulations described hereto; and shall have the right to eject all persons who fail and/or refuse to comply with the rules and regulations.

Williamson County retains the right to refuse any or all requests for use, or to cancel any and/or all reservations before or while they are in effect if these policies are not complied with, or if the space or facility requested is needed for governmental functions.

ACCESS DURING EVENTS

Williamson County Exposition Center employees responsible for management and maintenance of the facility therefore, shall have the right to access the facility at any time during any event.

ADVERTISING

Licensee shall not hang signs, bunting or other advertising materials anywhere on the premises without prior approval of Williamson County Exposition Center management. The County does recognize the need for event holders to display sponsor advertising; therefore, advertising materials and locations will be determined on an event by event basis.

Williamson County Exposition Center

EVENT MARKETING

Williamson County Exposition Center employees shall not be responsible for event promotion. The Williamson County government logo may not be used on any promotional materials without the express written consent of Williamson County Exposition Center.

EVENT STAFFING

Licensee shall provide all ushers, announcers, ticket takers, clean-up crew and other personnel necessary to conduct the activities described in the License & Use Agreement.

Williamson County may be able to provide personnel for limited activities.

A Williamson County Exposition Center employee may be on site or on call while the facility is occupied. This will be determined on an event by event basis and finalized during planning meetings.

FACILITY ALTERATIONS

Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any part of the facility without prior written authorization of Williamson County Exposition Center management. All alterations must be requested in writing and submitted a minimum of 30 days prior to the event.

AGREEMENT FOR USE

A group, individual or business ("Licensee") using the Williamson County Exposition Center must first obtain permission from the Williamson County Exposition Center Manager. Agreements for use of the Williamson County Exposition Center or any part thereof will be issued in printed form. (No verbal agreement for use of the Williamson County Exposition Center shall be binding upon either party.) Advance payment and proof of insurance is required at the time of issuance of the Agreement. Agreements will be mailed to Licensee. Licensee will sign and return to Williamson County Exposition Center with advance payment required and proof of insurance. The Williamson County Exposition Center Manager shall require the Licensee to provide information to determine proper management of any event. Agreements will be issued six months in advance when possible, unless events are booked within six months of event, at which time they will be issued immediately upon booking.

BOOKING

All one day non-repeating events may book up to nine months prior to the event date and must book outside of one month. All repeating and multi-day events may book up to two years in advance of dates at one time and outside of one month.

FLOOR/AREA PLANS

Licensee shall submit floor / area plans to facility management at least 30 days in advance of event. The plan should include decorations, dimensions of all aisles, booths, table and chair locations, parking areas, loading and unloading areas, etc. Facility management will work with each Licensee on specific needs and requirements to ensure compliance with fire safety standards and facility requirements.

HOURS OF OPERATION

Sunday - Thursday 8:00AM-11:00PM
Friday and Saturday 8:00AM-12:00AM

Events must end in accordance with their contracted end time. The Licensee will forfeit one-half of their deposit if the finish time is exceeded by more than thirty minutes.

Williamson County Exposition Center

MOVE IN-MOVE OUT

Move-in/Move-out days occur Monday-Friday 8am-5pm. Additional hours outside of 8am-5pm on a move-in/out day will be subject to \$75/hour fee. Move-in/out days requested outside of M-F are subject to a greater rate not to exceed a full rental rate.

DEPOSIT

A deposit of \$500 is payable at the time the space is reserved. "Tentative" holds for dates are not allowed. The deposit reserves the date, and will cover any damage or insufficient clean-up resulting from the event. If no damages are incurred and clean-up is satisfactorily completed, the deposit will be transferred to reserve the facility for the next calendar year or refunded approximately 45 days after the event. An updated address is required for timely deposit returns.

Payment

One Day Event-100% of the contracted Williamson County Exposition Center rental fees including furniture, equipment and services are due 30 days before the day of the rental.

Multiple Day Event-The balance of the rental fees plus the furniture, equipment and service fees are due within 10 business days from the time of invoice. The invoice will include facility rental, equipment, furniture and service fees.

CANCELLATIONS

In order to receive a deposit refund less \$100 cancellation fee, notice must be given 60 days before the event. Cancellation inside of 60 days from the event will forfeit the entire deposit. The Licensee will forfeit all of their contracted fees if cancellation is received less than 30 days before the time of occupancy. Williamson County Exposition Center reserves the right to cancel any event that has not met all criteria outlined in Williamson County Exposition Center Policies. Licensee will forfeit deposit and any fees for cancellation of an event due to failure to comply with these policies.

SUB-LEASING

Sub-Leasing is not available. If sub-leasing is reported, Licensee Agreement will be immediately terminated.

CREDIT CARD POLICY

Williamson County accepts payment by Visa, Discover and MasterCard only. Per Local Government Code we assess a (2.19%) fee to each transaction

BAD CHECK POLICY

Any checks returned by the bank for any reason will be turned over to the County Attorney's office for prosecution, unless immediate and adequate payment is arranged with the approval of management. NSF (not sufficient funds) checks will be charged an additional \$30 fee.

KEY DISTRIBUTION

Facility key distribution will be arranged during event planning meetings. Loss of keys may result in the expense on the Licensees part to re-key the facility.

Williamson County Exposition Center

INSURANCE REQUIREMENTS- Comprehensive Public Liability Insurance

Proof of current comprehensive public liability insurance is required for all events at the Williamson County Exposition Center. A one million dollar (\$1,000,000) with a two million dollar (\$2,000,000) aggregate public liability insurance for bodily injury or death is required. The policy must name the, Williamson County Exposition Center as a certificate holder and additional insured. The policy must be effective during the times as stated on the Agreement, including move-in and move-out dates. The policy must list the dates (including move-in/move-out) and name of the event under description of operations

CLEANING

Contracted areas should be left in the state that they were found. General cleaning is the responsibility of the Licensee in all areas after an event. If the Licensee fails to complete clean-up the event holder risk losing deposit. For larger events and events open to the public, Williamson County Exposition Center management may require the delivery of a roll off dumpster for the event. The Williamson County Exposition Center is not responsible for any items left in the building after an event.

FREIGHT

Any freight delivered before an event must be approved by the Williamson County Exposition Center management. Any freight left after an event move out date or time will be charged a fee of \$100 per day. Deliveries for event coordinators may be accepted by Williamson County employees with prior approval by facility management.

FIRST AID

Licensee may be required to provide, at Williamson County Exposition Center management's discretion, certified first aid personnel during the term. Licensee assumes total responsibility for the qualifications and actions of these first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy filed with Williamson County Exposition Center management office by the close of the event each day.

FOG AND SMOKE MACHINES

Use of fog or smoke machines is restricted to outside only. Inside use is prohibited

SECURITY

Uniformed officers, commissioned by a government organization, are required at all events having alcohol and any event having over 500 guests or at the discretion of the Williamson County Exposition management. Officers are scheduled by Licensee and must be paid individually by Licensee at the commencement of the event.

Any event lasting longer than six hours may be required to have an additional uniformed officer.

ALCOHOL POLICY

Alcohol must be provided by an Approved Alcohol Vendor/ Concessionaire with adequate liquor liability insurance coverage confirmed and submitted as required below. The Licensee must provide security for any event serving or selling alcohol. Guests attending events are never allowed to bring alcohol into the event. "Bring your own bottle" is prohibited in all parts of the facility for any event. The Approved Alcohol Vendor/ Concessionaire will be charged a percentage of the gross sales. All alcohol will be shut off at a minimum of 30 minutes prior to the scheduled end of the event but may be shut off sooner if deemed necessary.

Williamson County Exposition Center

ALCOHOLIC BEVERAGES

Alcohol is strictly prohibited at the Williamson County Exposition Center unless the following criteria are met:

1. Alcohol consumption must be outlined in the License and Use Agreement and details determined (such as location, time and security plan) during planning meetings with facility management.

If alcohol is to be consumed on the premises of the Williamson County Exposition Center, Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with current liquor liability insurance coverage and liquor license for the facility being used. Licensee will need to schedule at least 30 days in advance with the facility manager.

2. If alcohol is to be SOLD in any Williamson County Exposition Center facility including the Exposition Center, Exposition Hall, Arena or Covered Expo the following requirements must be met:

- Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws)
- Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described in the insurance section herein.
- Approved Alcohol Vendor/ Concessionaire must provide security plan to facility management for final approval a minimum of 30 days prior to scheduled event.

3. If alcohol is to be SERVED, or otherwise made available in any Williamson County Exposition Center facility including the Exposition Center, Exposition Hall, Arena or Covered Expo the following requirements must be met:

- Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with current liquor liability insurance coverage and liquor license for the facility being used. Licensee will need to schedule at least 30 days in advance with the facility manager.
- Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws)
- Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described in the insurance section herein.
- Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to facility management for final approval a minimum of 30 days prior to scheduled event.

4. If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available as described in numbers 1 through 3 above, the Licensee, participants, spectators and anyone else involved with the event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

5. ARENA AREA:

- No Bring Your Own Bottle ("BYOB") events in the arena.
- Alcohol sale and service will be permitted by an Approved Alcohol Vendor/ Concessionaire.
- All TABC rules will be followed.
- No glass of any kind in the Arena.
- No alcohol may leave the designated arena area.

6. Expo Hall AREA:

- Alcohol SALES will be permitted by an Approved Alcohol Vendor/ Concessionaire only.
- All TABC rules will be followed.
- Alcohol SERVICE will be permitted with limitations. Only the Approved Alcohol Vendor/ Concessionaire may provide this service and will abide by the same security rules stated above.
- No Bring Your Own Bottle ("BYOB") events in the Expo Hall Areas.
- No alcohol may leave the designated room the Lessee has retained.

Williamson County Exposition Center

COOKING

Cooking on the premises is allowed only by approval of the Williamson County Exposition Center Manager.

CATERING

The Williamson County Exposition Center does require a Williamson County Exposition Center Caterer's Event Permit for a vendor to bring outside food and/ or beverage (including alcohol) for a scheduled event.

CONCESSIONS

All concessions are provided exclusively by the approved year-round Concessionaire for the Williamson County Exposition Center.

DONATIONS AND SPONSORSHIPS

Any donations or sponsorships (including food/beverage items) must be discussed with Williamson County Exposition Center management prior to signing Agreement.

DECORATIONS

The Licensee is responsible for their own safety and the safety of those associated with their event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structure are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or balloons are not allowed on the grounds or in our facility. All decorations hung from ceilings or that require the use of equipment must be done by Williamson County Exposition Center staff and be delivered no less than 72 hours prior to the event with instruction on where to place. Decorations hung by staff are subject to a decoration fee.

CANDLES AND OPEN FLAMES

Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and enclosed tea light candles on table tops. Any other open flame will be allowed at the discretion of the facility manager and must comply with Section 308.3. No pyrotechnics inside.

ELECTRICAL

The Licensee may use up to 25 amps of 110-volt electricity. Events requiring special arrangements must provide a detailed layout of the electrical needs to the Williamson County Exposition Center office 30 days prior to the event and will be charged for additional electricity.

AUTOMOBILES

Automobiles will not be allowed in the Williamson County Exposition Center Exposition Hall without written authorization at least two weeks prior to the event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

EXIT DOORS AND FIRE CODE

A 10' clearance on both sides of the exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event.

Williamson County Exposition Center

All discrepancies arising out of fire code issues will be decided upon by the Williamson County Exposition Center management.

ANIMALS

Licensees utilizing a Williamson County facility for any activity, in which animals are used or exhibited, shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals.

Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals, which are under the Licensee's care and control.

All animals must be penned, stalled and otherwise confined or under the direct control of owner or handler at all times. Persons keeping animals on the premises must use every care to ensure safety of visitors and other facility patrons/personnel. Violation of this policy may result in removal of animals from the premises or Animal Control may be called. Animals and pets are not permitted in several Williamson County facility, refer to specific facility information; service dogs are the exception.

As required by Texas Animal Health Commission, negative Coggins Test certificate must be required for all equines brought into the facility. All other animals must comply with state mandated regulations from the Texas Animal Health Commission.

ANIMAL BEDDING

There will be no outside bedding allowed at the Williamson County Exposition Center. Bedding may be purchased from the Williamson County Exposition Center for the purpose of bedding stalls or animal pens.

GENERAL COMPLIANCE

Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with Williamson County and the State of Texas.

Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules within the Expo facility, and must act in good faith and cooperate with Williamson County.

GLASS CONTAINERS

Glass drinking containers are not permitted in any Williamson County Exposition Center facility or parking lots, with the exception of individual beverage glasses confined to the Expo Hall rooms only. No glassware of any kind is allowed in the Arena, Covered Expo, or Parking Lot.

OPEN CARRYING OF FIREARMS

The carrying of firearms is pursuant to current Texas Statutes.

GUNS AND GUN SHOW POLICY

Only authorized permit holders or licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure may bring or carry firearms into the Williamson County Expo Center. Exhibitors displaying approved firearms must comply with all federal, state and local laws governing the possession and/or sale of such.

Williamson County Exposition Center

Presumptively, firearms may not be loaded or fired in the interior or exterior of the center, including parking areas.

Non-permitted or non-authorized individuals obtaining a firearm or handgun must leave the premises immediately upon exiting the gun show. Trigger mechanisms must be secured with tie wraps or similar devices. This policy does not apply to licensed peace officers or individual licensed under article 2.122 of the Texas Code of Criminal Procedure.

FLAMMABLE AND HAZARDOUS MATERIALS

Flammable liquids or materials under high pressure are prohibited inside the Williamson County Exposition Center. This includes, but is not limited to: gasoline, kerosene and propane.

HAZARDOUS WASTE

The Licensee agrees, at all times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify facility management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or body as may be required by law, relative to such materials.

Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, sub licensees, concessionaires or employees dump grease in the facility sewer system, or at locations not authorized by facility management, or shall otherwise violate the provisions of this paragraph, Williamson County Exposition Center management will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by County. Such fine or penalties shall be imposed by facility management for each infraction and Licensee shall be deemed in material breach of the License and Use Agreement and/or subject to immediate termination of the Agreement and removal from the property.

HEALTH PERMITS REQUIREMENTS

When an event involves a temporary food service operation or food demonstration, the Licensee is responsible for complying with all State Health Department guidelines. The County Health Officer can issue a temporary food service certificate for such events.

INDEMNIFICATION

To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the County, its officers, agents, employees and insurers from and against all claims, damages, losses, expenses and demands, including court costs, attorney's fees and expenses, due to injuries, losses or damages arising out of, resulting from, or in any manner connected with the Licensee's event, pursuant to the License and Use Agreement, if any such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, mistake negligence, other fault of Licensee, any officer, employee, representative or agent of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee may be liable; provided, however, that except for worker's or workmen's compensation, disability benefits or other similar employee benefit claims, Licensee is not obligated to indemnify the County hereunder for that portion of any claims, damages, losses, demands and expenses arising out of or resulting from any grossly negligent act or omission of the County, or its officers, agents or employees.

Licensee's indemnification obligation hereunder shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

Williamson County Exposition Center

With respect to any and all claims against the County or any of their officers, employees or agents by any employee of Licensee or anyone directly or indirectly employed by Licensee, or anyone for whose acts Licensee may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Licensee, under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

WARNING: UNDER TEXAS LAW (TEX.CIV.PRAC.&REM.CODE#87.003) A "PERSON, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT OR LIVESTOCK SHOW SPONSOR, IS NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMALS ACTIVITY OR LIVESTOCK SHOW. IF THE PROPERTY DAMAGE, INJURY OR DEATH RESULTS FROM THE DANGER OR CONDITIONS THAT ARE AN INHERIT RISK OF A FARM ANIMAL ACTIVITY OR THE SHOWING OF AN ANIMAL ON A COMPETATIVE BASIS IN A LIVESTOCK SHOW".

INTELLECTUAL PROPERTY

Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in the event. Licensee agrees to indemnify, defend and hold Williamson County, its officers, agents and employees harmless from any claims or costs, including legal fees, which might arise from use of any such material. The Williamson County government logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

LIABILITY AND LIMITATIONS OF PARKING

Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein parked on County property. Licensee is responsible for requesting designated parking. Guests of the Williamson County Exposition Center who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

LIMITATIONS OF LIABILITIES

Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages or damages resulting from the use of the Williamson County Exposition Center, however arising, including failure of voice or data lines, even if Williamson County has been advised of the possibility of such damages. Williamson County liability will in no event exceed the amount received under this agreement for damages arising out of, relating to, or in any way connected with the License and Use Agreement. Users of Williamson County Exposition Center are advised to procure event cancellation insurance.

Williamson County will not assume liability for cancellation due to emergencies or unforeseen circumstances. Recovery under such circumstances shall be limited to the amount of rental fees paid under the License and Use Agreement.

LOST OR STOLEN ITEMS

Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Williamson County Exposition Center premises. Williamson County Exposition Center management will accept lost and found articles for distribution during normal business hours.

In addition, Williamson County Exposition Center management is not responsible for any loss of articles or equipment left unattended in any facility. The usage of security personnel when such equipment or articles are left in buildings or in a County facility shall be the responsibility of the Licensee. All articles, equipment, exhibits, displays or materials shall be brought into the facility only at such hours as designated by the License and Use Agreement. Licensee assumes all responsibility for any goods or materials which may be placed in County's storage before, during, or after an event.

USE OF COUNTY EQUIPMENT PROHIBITED

Without prior coordination and agreement of facility management, Licensees shall not operate motorized County-owned equipment. Additionally, Licensee shall not dispose of in any manner equipment or materials owned by Williamson County government.

USE RESTRICTIONS

Williamson County government and/or Williamson County Exposition Center management may refuse event bookings when it is their opinion that the event may cause undue or unusual damage to the facility or that may violate local, state or federal laws, rules or regulations.

Williamson County government and/or Williamson County Exposition Center Management may refuse event bookings when it is their opinion that the event may cause a negative opinion of the County.

Williamson County government and/or Williamson County Exposition Center management may refuse event bookings when it is their opinion that a requested event conflicts with a similar event previously scheduled on the premises. Once a License and Use Agreement has been signed and executed and deposit has been paid in full to the County, the County may, in its sole discretion, agree not to schedule a like event on any part of the grounds during the same period of time as that scheduled by the Licensee.

The Williamson County Exposition Center management reserves the right to refuse any individual or group the privilege of using the facility due to abuse of any facility policy, including but not limited to:

- a) Past violations of the facility License and Use Agreement and/or policies
- b) Past disregard for persons or property while using the facility
- c) Past conduct which is deemed to be of an inappropriate manner
- d) Failure to make full payment for any and all charges connected with Licensee's use of the facility

EQUALITY

Licensees shall not discriminate against any person or persons in connection with admission, services or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

PARKING LOTS AND ROADWAYS

Multiple events may be conducted simultaneously at Williamson County Exposition Center. It is the Licensee's responsibility to coordinate with facility management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency units as well as for County maintenance workers. Parking lots are subject to availability.

PHOTOS

Williamson County Exposition Center management may take photos of public events held at Williamson County Exposition Center. These photos shall be the property of Williamson County and may be used by Williamson County Exposition Center management for educational or promotional materials.

HELIUM BALLOONS

Helium balloons may not be distributed or sold inside the facility. With prior approval of the facility management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in the facility, a charge for the removal of the balloons will be assessed to the Licensee.

RV PARKING

Any event camping or having RV usage at the Williamson County Exposition Center shall use designated area.

Williamson County Exposition Center management will work with Licensee to determine location, additional fees and number of spaces allocated.

Commissioners Court - Regular Session**20.****Meeting Date:** 11/08/2016

Unallocated Funds Policy and Process

Submitted By: Tara Raymore, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving changes to the un-allocated funds policies and procedures.

Background

The management of unallocated funds has many challenges that may be resolved with changes to the policies and procedures.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Budget Office

County Judge Exec Asst.

Form Started By: Tara Raymore

Final Approval Date: 10/27/2016

Reviewed By

Ashlie Koenig

Wendy Coco

Date

10/27/2016 12:58 PM

10/27/2016 02:52 PM

Started On: 10/27/2016 11:05 AM

Commissioners Court - Regular Session**21.****Meeting Date:** 11/08/2016

P/T Juvenile Supervision Officer Positions for Juvenile Services

Submitted By: John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving four part-time Juvenile Supervision Officer positions in Juvenile Services, funded by JJAEP Tier II funds, entity 0571.

Background

Juvenile Services is requesting approval for four part-time JSO positions. These positions will be funded using existing JJAEP Tier II funds. The department receives Tier II funds from the Texas Juvenile Justice Department, Grant P, for any youth mandatorily expelled to the JJAEP and must be used for the ongoing operation of a JJAEP program. If approved, these four positions will provide additional support and supervision to youth attending the JJAEP. Approval of these positions will not impact the county budget. Additionally, while the department's JSO turnover rate is lower than the statewide average, it is still higher than the department would like. Approval of these part-time positions would help provide coverage when there are vacant positions. This would also allow the department the opportunity to observe their work and offer full-time positions to those who prove to be a good fit with the organizational culture when there is a vacancy, reducing the time needed to fill vacant positions.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 11:04 AM

Started On: 11/03/2016 09:17 AM

Commissioners Court - Regular Session**22.****Meeting Date:** 11/08/2016

DPS Lab Analyst contract renewal

Submitted By: Peggy Braun, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on a contract with the Texas Department of Public Safety for two (2) full time equivalents (FTEs) as Forensic Scientists.

Background

The Crime Laboratory Service of the Texas Department of Public Safety (DPS) shall provide controlled substances, marijuana, and blood alcohol analysis of evidence submitted by Law Enforcement agencies within Williamson County. DPS shall in its discretion assign the services of two (2) full time equivalents (FTEs) as Forensic Scientists to perform analysis in association with this contract. FISCAL IMPACT: The attached contract is a renewal. In fiscal year 15/16, \$133,292.43 was spent on this contract. For FY 16/17 the contract amount is \$141,625.14. \$140,000.00 was requested in the FY 16/17 budget, however \$133,292.43 was approved leaving a deficit of \$8,332.71. This amount will need to be provided to meet the financial terms of this renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[DPS Lab Contract](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Peggy Braun

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/02/2016 10:47 AM

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERLOCAL COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT ("Contract") is entered into between the Agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, "Chapter 791" of the Texas Government Code.

I. CONTRACTING PARTIES:

The Receiving Agency: Williamson County

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Crime Laboratory Service of the Texas Department of Public Safety (DPS) shall provide controlled substances, marijuana and blood alcohol analysis of evidence submitted by Law Enforcement agencies within Williamson County. DPS shall in its discretion assign the services of two (2) full time equivalents (FTEs) as Forensic Scientists to perform analysis in association with this Contract. The FTEs shall be employees of DPS. DPS shall attempt to provide a thirty (30) calendar day or less turn-around time, from the date of submission to the DPS Laboratory, for controlled substance cases and ten (10) calendar days or less turn-around time for blood alcohol cases. The assigned DPS FTEs shall work on Williamson County cases awaiting analysis before examining evidence from other agencies, as long as this Contract is in place. DPS shall in its discretion assign the FTEs other work if there are no services required under this Contract within the parameters of DPS Crime Laboratory policies and procedures.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See the attached schedule, incorporated in Exhibit A, which reflects DPS' costs associated with this Contract.

IV. CONTRACT AMOUNT:

The total amount of this Contract will not exceed \$141,625.14.

V. PAYMENT FOR SERVICES:

The Receiving Agency shall remit to the Performing Agency via interagency transaction voucher all DPS costs for performing the services as identified in Exhibit A for each FTE assigned to this Contract.

The Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based on vouchers drawn by the Receiving Agency payable to Performing Agency.

The Performing Agency shall submit monthly invoices to the Receiving Agency. The Performing Agency shall also submit an invoice upon the effective date of this Contract for the payment of operating and equipment costs and administrative costs for each year that this Contract is in effect. The Receiving Agency shall remit payment to the Performing Agency no later than thirty (30) calendar days after the Receiving Agency's receipt of the invoice.

Payments received by the Performing Agency will be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. TERMS OF CONTRACT:

This Contract is to begin on October 1, 2016, and will terminate on September 31, 2017 and may be renewed on an annual basis upon written agreement of the Parties.

VII. GENERAL TERMS AND CONDITIONS:

- A. Termination for Convenience: Either Party may cancel this Contract for any reason upon thirty (30) calendar days written notice to the other Party. In the event of such termination, only the amounts due to the Performing Agency for services provided up to and including the date of termination will be due and payable. In no event will termination under this section by either Party give rise to any liability whatsoever on the part of the terminating Party.
- B. Termination for Cause: If either Party commits an Event of Breach (a breach of any of the covenants, terms, and/or conditions of this Contract), the non-breaching Party shall deliver written notice of such Event of Breach to the breaching Party. Such notice will specify the nature of the Event of Breach and inform the breaching Party that unless the Event of Breach is cured within ten (10) business days of receipt of the notice, additional steps may be taken to terminate this Contract. If the breaching Party begins a good faith attempt to cure the Event of Breach within ten (10) business days, then and in that instance, the ten (10) business day period may be extended by the non-breaching Party, so long as the breaching Party continues to pursue a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching Party, the breaching Party does not cure the breach within ten (10) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching Party shall be deemed to be in breach and the non-breaching Party may, in addition to seeking the remedies available hereunder and under the law, terminate this Contract.
- C. Dispute Resolution: The Parties shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract.
- D. Funding Out: The Performing Agency is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If the

Performing Agency and/or the subject matter of this Contract become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or lack of appropriated funds which would render the performance to be provided under this Contract impossible, unnecessary, void, or substantially amended, the Performing Agency may immediately terminate this Contract without penalty to, or any liability whatsoever on the part of the Performing Agency, the State of Texas, and the United States. Termination under this section is immediate.

The Receiving Agency is a political subdivision of the State of Texas whose authority and appropriations are subject to the actions of the Williamson County Commissioners Court. If the Receiving Agency and/or the subject matter of this Contract become subject to a lack of appropriated funds which would render the performance to be provided under this Contract impossible, unnecessary, void, or substantially amended, the Receiving Agency may immediately terminate this Contract without penalty to, or any liability whatsoever on the part of the Receiving Agency and such termination will be immediate.

- E. No Joint Enterprise: The provisions of this Contract are not intended to create, nor will they be in any way construed to create a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.
- F. Non-Incorporation: Subject to the extent authorized by Texas law applicable to governmental entities, including but not limited to the Texas Constitution, the Texas Government Code, and the Texas Local Government Code, this Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
- G. Amendments: No modifications, amendments or supplements to, or waivers of, any provision of this Contract will be valid unless made in writing and signed by both Parties to this Contract.
- H. Force Majeure: Neither Party shall be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
- I. Governing Law and Venue: This Contract will be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties will be Travis County, Texas.

- J. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this Contract will remain valid and in full force and effect.
- K. Notice: Any notice required or permitted under this Contract will be in writing and will be directed to the Parties as designated below and will be deemed given: (1) when delivered in hand and a receipt granted; (2) when received if sent by certified mail, return receipt requested; (3) upon three business days after deposit in the United States mail; or (4) when received if sent by confirmed facsimile or confirmed email:

If to the Performing Agency:

Texas Department of Public Safety
Law Enforcement Support, Crime Laboratory Service
Attn: Brady Mills
5800 Guadalupe
Austin, Texas 78752
Telephone: (512) 424-7151
Email: Brady.Mills@dps.texas.gov

If to the Receiving Agency:

Williamson County Sheriff's Office
Attn: Kurt Showalter
508 S. Rock
Georgetown, Texas 78626
(512) 943-1359
kshowalter@wilco.org

With a copy to:

General Counsel,
Office Of Williamson County Judge,
710 Main Street, Suite 200,
Georgetown, Texas 78626

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it will become effective.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) each Party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying Party; (2) this Contract is authorized by the governing body of the Parties; and (3) each has the authority to enter into this Contract.

The RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Section 791.001 and 791.025(b)-(c) of the Government Code.

The PERFORMING AGENCY further certifies that it has authority to perform the services contracted for by authority granted in Section 411.009 of the Government Code.

RECEIVING AGENCY:

Williamson County

By: _____
Authorized Signature

Title: _____

Date: _____

PERFORMING AGENCY:

Texas Department of Public Safety

By: *R J Bodisch*
Robert J. Bodisch, Sr.

Title: Deputy Director, Homeland Security and Services

Date: 10.25.16



ATTACHMENT A

ESTIMATED SALARY AND BENEFITS FOR TWO (2) POSITIONS

	year 3 (10/1/16 - 09/30/17) FS II
Forensic Scientist II salaries	\$98,979.12
Benefits @ 29% of salary	\$28,703.94
TOTAL SALARY AND BENEFITS	\$127,683.06
Estimated travel costs	\$500.00
Operating and equipment expense	\$10,000.00
Administrative costs (2.5%)	\$3,442.08
Total	\$141,625.14

Commissioners Court - Regular Session**23.****Meeting Date:** 11/08/2016

Vehicle Reimbursement Agreement for County Sheriff

Submitted By: Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church (annual renewal for traffic control and security during various church services).

Background

This agreement gives permission for Celebration Church to contract County Deputies in a private capacity.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCelebration Church

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 11/01/2016

Reviewed By

Wendy Coco

Date

11/01/2016 04:58 PM

Started On: 11/01/2016 09:21 AM

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

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

4. The term of this AGREEMENT shall begin on the 10/1, 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
Georgetown, Texas 78626

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Celebration Church

Signature: Shenyle Krone

Printed Name: Shenyle Krone

Title: Executive Director

Date: 10/1, 2016

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: James R. Wilson

Date: 10-31, 2016

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

WILLIAMSON COUNTY COMMISSIONERS COURT:

By: _____

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

Commissioners Court - Regular Session**24.****Meeting Date:** 11/08/2016

Amendment to Aetna Master Services Agreement for the addition of Teladoc Program

Submitted For: Tara Raymore**Submitted By:** Shelley Loughrey, Human Resources**Department:** Human Resources**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the County Judge to execute the Amendment to the Aetna Life Insurance Company ("Aetna") as an Amendment to Services Agreement Number (MSA) 866349 (the Services Agreement) between Aetna and Williamson County. This Amendment is to enroll Williamson County in the Teladoc, Inc. ("Teladoc") program in accordance with the terms and conditions stated in this Amendment which are hereby incorporated as part of the Services Agreement to be effective on January 1, 2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTeladoc Amendment to Aetna Master Services Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shelley Loughrey

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 08:40 AM

General Use Note: This Amendment is issued only to Customers who choose to enroll in the Teladoc, Inc. Program.

AMENDMENT NO. _____
Enrollment in Teladoc Program

THIS AMENDMENT between _____ and Aetna Life Insurance Company (“Aetna”) is an Amendment to Services Agreement Number [MSA] - _____ (the “Services Agreement”) between Aetna and Customer.

Customer hereby enrolls in the Teladoc, Inc. (“Teladoc”) program in accordance with the terms and conditions stated in this Amendment, which are hereby incorporated as part of the Services Agreement.

I. Teladoc

A. Summary

In order to provide Customer’s Plan Participants with access to certain medical services without the necessity of a physical visit to the doctor, Aetna has contracted with Teladoc, a vendor that provides (a) access to physicians who are under contract with Teladoc, who provide Cross Coverage Consultations or Physician Consults where allowed by state regulation via telephone or web based video, and (b) support for the operation and administration of that network. The physicians are selected and engaged by Teladoc to provide patient and physician interaction, whereby the Physician diagnoses the patient’s ailment, recommends therapy, and if necessary and appropriate, can write a prescription for a non-Drug Enforcement Agency controlled drug. Aetna will be making the program available through Teladoc, which is a subcontractor of Aetna for the purpose of forming the physician network. However, the physicians made available through the program are independent contractors and are neither agents nor employees of Customer, Teladoc or Aetna. Each physician represents that the physician is licensed to practice medicine, technologically proficient, trained in Cross Coverage Consultations or Physician Consults and covered by medical malpractice insurance having limits equal to or greater than the minimum required limits in the state where such physician practices.

Cross Coverage Consultations or Physician Consults are covered and paid using The American Medical Association established unique procedure codes (99441, 99442, 99443& 99444) to identify eConsults.

B. Claim Submission/Payment Process

Members’ Cross Coverage Consultations or Physician Consults will be covered under the terms of the Customer’s Plan. Any required copays, deductibles or coinsurance will be applied in the same manner as they are applied for office visits. This includes plans that have health funds when the fund limit is exhausted. Members have no financial responsibility for services described in this Agreement, other than Cross Coverage Consultations or Physician Consults.

II. Terms and Conditions

- A. As compensation for the services arranged by Aetna, Customer shall pay a Transaction Fee to Aetna as shown below. The Transaction Fee is in addition to the other Service Fee obligations of the Customer.

Transaction Fee

Teladoc Services	Included	Transaction Fee
Cross Coverage Consultation or Physician Consults	Access to Teladoc network of physicians 24/7/365	\$_____ Per Employee Per Month (PEPM) Network Access Fee.
<input type="checkbox"/> Custom Teladoc Benefit (For plan sponsors who wish to choose a <u>custom copay</u> amount for Teladoc consults)	<input type="checkbox"/> Non-Standard Teladoc Benefit (For plan sponsors who want to <u>exclude</u> a part of their employee population OR who do <u>not</u> want claim wire billing)	<input type="checkbox"/> Split Teladoc Benefit (For plan sponsors who want <u>both</u> a Standard setup (for deductible-based plans) AND a Custom setup (for copay-based plans) in the <u>same implementation</u>)

B. Teladoc Transaction Fees shall be billed to Customer by Aetna and paid via transfer method as mutually agreed upon between Aetna and Customer.

C. Members covered by this Amendment include:

D. This Amendment can be terminated by either party without cause by providing at least thirty (30) days advance written notice of such termination to the other party.

E. Member Information Regarding Teladoc

For most products/plans, Customer will inform Plan Participants of the availability of the Teladoc program. Plan Participants are required to register and complete a Medical History Disclosure (MHD) form via Teladoc's website or toll-free phone number to participate in the program.

Customer hereby authorizes and consents to: (i) the use and analysis by Aetna, Teladoc and any of its subcontractors with respect to Customer's eligibility and claims data containing Member demographic information, which use shall be subject to applicable law, including, without limitation, HIPAA; and (ii) the communication by Aetna, Teladoc and any of its subcontractors directly to the Members for the purpose of educating the members about the Teladoc Program.

F. Definitions

Capitalized terms used in this Amendment shall have the meanings set forth in the Services Agreement, unless otherwise set forth herein.

"Transaction Fee" means the amount(s) to be paid by Customer to Aetna for access to Teladoc program for Cross Coverage Consultations or Physician Consults. The Transaction Fee excludes the cost of the services provided by the physician.

"Cross Coverage Consultation or Physician Consults" means the services rendered by a physician through the Teladoc program consistent with The American Medical Association established unique procedure codes (99441, 99442 & 99443).

"Per Employee Per Month (PEPM)" means cost per month for each active employee enrolled in the plan as reported by the Aetna Eligibility System for each Self Insured Plan Sponsor.

G. Customer Acknowledgements

Except as provided herein, this Amendment is subject to all of the provisions of the agreement between Aetna and Customer governing Aetna's third party administration of Customer's self-funded health benefits plan. Customer agrees that: (i) Aetna does not render medical services or treatments to Plan Participants; (ii) all of Aetna's actions in providing the services are ministerial in nature; (iii) neither Customer nor Aetna is responsible for the health care that is delivered by contracting health care providers; (iv) health care providers are solely responsible for the health care they deliver to Plan Participants; (v) health care providers are not the agents or employees of Customer or Aetna; and (vi) the indemnification obligations between the parties under any third party administrative agreements between them, including MSA _____, do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of health care providers with respect to Plan Participants.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives to take effect on _____.

("CUSTOMER")

AETNA LIFE INSURANCE COMPANY

By:

Name: _____

Title: _____

Date: _____

Address: _____

City: _____

State: _____ **Zip:** _____

By:



C. Carleton King
Head of National Networks & Contracting Services

Date: _____

Commissioners Court - Regular Session**25.****Meeting Date:** 11/08/2016

Tobacco Fund Balance Policy

Submitted For: Melanie Denny**Submitted By:** Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Tobacco Fund Balance Policy, as stated in the Budget Order Section IV Financial Policies.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsTobacco Fund Balance Policy

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 09:00 AM

3. **Tobacco Fund:** The initial distribution of Williamson County's share of the settlement established the fund in 1999. Revenues to the fund consist of interest income and the annual distribution by the state of the state trust earnings. To ensure continuation of the fund, the Williamson County Commissioner's Court has designated the portion of fund balance representing the amount of the original settlement (\$2.5M). Designation means that this amount, or "principal" balance, cannot be expended. In addition to the original settlement amount, each year, 20% of the revenues from both interest income and the annual distribution from the state will be added to the designated fund balance in order to allow the fund to grow over time. Only 80% of revenues earned from interest and the earnings distributed annually by the state will be budgeted and expended. When determining the next year's budget, the amount available to expend will be calculated using actual revenue and interest revenue amounts from May 1st of the previous year to April 30th of the current year. Any unspent funds at the end of the fiscal year will be available to budget in the next year. If Tobacco Fund expenditures are budgeted to offset expenditures in other funds, the actual program cost to the other Funds will be determined prior to transferring in any dollars from the Tobacco Fund. This available balance will be tracked annually by the County Auditor's office.

Commissioners Court - Regular Session**26.****Meeting Date:** 11/08/2016

Letter of Agreement with Office of Court Administration for Long Distance Services

Submitted For: Julie Kiley**Submitted By:** Julie Kiley, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss and take action to approve Letter of Agreement with the Office of Court Administration regarding long distance services for the IV-D court.

Background

Office of Court Administration is requesting that we provide long distance service to the IV-D Court and will reimburse the county for all expenses. This agreement has been reviewed by legal and contract audit.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Office of Court Administration Letter of Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 11:04 AM

Started On: 11/03/2016 10:48 AM



OFFICE OF COURT ADMINISTRATION

DAVID SLAYTON
Administrative Director

October 1, 2016

The Honorable Dan A. Gattis
County Judge
Williamson County
710 S. Main St., Suite 301
Georgetown, Texas 78626

**Re: Letter of Agreement pursuant to Tex. Fam. Code Ch. 201 and Chapters 72, 74 and 791, Tex. Gov't Code
Reimbursement of long-distance calling and facsimile services**

Dear Judge Gattis:

This will confirm the Agreement between the Office of Court Administration (OCA) and Williamson County for long-distance calling and facsimile services for the Title IV-D court hosted in Georgetown, Texas.

1. a. The associate judge and court coordinator of the IV-D court hosted in Georgetown, Texas, may from time-to-time determine it is necessary to place long-distance phone calls or send faxes in relation to court business from the office provided by Williamson County.
- b. Williamson County agrees to make those utilities available to the court and to bill OCA for their use.
- c. OCA will reimburse Williamson County for those utilities.
- d. Williamson County will remit a monthly bill to: Office of Court Administration, Accounts Payable, P.O. Box 12066, Austin, TX 78711-2066.
2. The total amount of this Letter Agreement shall not exceed Three Hundred and no/100 Dollars (\$300.00). The total amount of this Agreement may be amended with the mutual consent of both parties at any time during the term of this Agreement.

3. This Letter Agreement shall commence on January 1, 2017, and shall terminate on August 31, 2017, unless terminated sooner upon receipt by one party of written notice sent by the other party at least ten (10) days prior to early termination date, or extended.
4. Williamson County and OCA agree to use alternative dispute resolution to resolve any dispute arising under this contract.
5. This Letter Agreement is authorized pursuant to Tex. Fam. Code Ch. 201 and Chapters 72, 74 and 791, Tex. Gov't Code.

Office of Court Administration

Williamson County



David Slayton
Administrative Director

Dan A. Gattis
County Judge

Commissioners Court - Regular Session**27.****Meeting Date:** 11/08/2016

Approve Advertising for the purchase of Crushed Granite Base materials (IFB 1611-125)

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 the Purchasing Agent to advertise and receive bids for the purchase of Crushed Granite Base materials for use within the Road and Bridge Division of Williamson County, IFB #1611-125.

Background

Williamson County is seeking qualified companies to provide for the purchase of Crushed Granite Base, picked up at Vendor's plant site or delivered to Williamson County's central Maintenance Facility in Georgetown, Texas.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsCrushed Granite Base

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/02/2016 10:38 AM



PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT SOLICIATION 1611-125 Crushed Granite Base

**BIDS MUST BE RECEIVED ON OR BEFORE:
Nov 30, 2016 2:00:00 PM CST**

**BIDS WILL BE PUBLICLY OPENED:
Nov 30, 2016 2:00:00 PM CST**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

Bidders are strongly encouraged to carefully read this entire IFB.

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

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.

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
 - Bidder should submit one (1) original.
 - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
 - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
 - Facsimile transmittals will NOT be accepted.
- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.
 - All submitted questions with their answers will be posted and updated on www.bidsync.com.
 - It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.
 - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.
 - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

Bid 1611-125 Crushed Granite Base

Bid Number **1611-125**
Bid Title **Crushed Granite Base**

Bid Start Date **In Held**
Bid End Date **Nov 30, 2016 2:00:00 PM CST**
Question & Answer **Nov 23, 2016 2:00:00 PM CST**
End Date

Bid Contact **Teri Jeffries**
 Senior Purchasing Specialist
 512-943-1553
 Teri.jeffries@wilco.org

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **90 days**
Pre-Bid Conference **Nov 16, 2016 11:00:00 AM CST**
 Attendance is optional
 Location: Williamson County - Road and Bridge Dept
 3151 S.E. Inner Loop
 Georgetown, TX 78626

Bid Comments **Williamson County is seeking qualified companies to provide for the purchase of Crushed Granite Base, picked up at the plant site, or delivered to Williamson County's Central Maintenance Facility in Georgetown, TX.**

Item Response Form

Item **1611-125--01-01 - Attach all documents to this line item**
Quantity **1 ton**
Unit Price
Delivery Location **Williamson County, Texas**
 Road and Bridge
 3151 S. E. Inner Loop
 Suite B
 Georgetown TX 78626
 Qty 1

Description

Attach all documents to this line item.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. 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:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics 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 Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.12 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a

detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The IFB and its Addenda (if applicable); and
 - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. Terms and conditions of the Ensuing Agreement;
 - 2. The IFB its Addenda; and
 - 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. 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 (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.

- D. Quantity or quantities, applicable unit prices, total prices and total amount.
- E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.



Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

- A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.
- B. Price Sheet.
- C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.
- D. References. Please see Section 3.15, References, for more information.
- E. Bid Affidavit.
- F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

- A. Name and address of individual or business entity submitting the Bid.
- B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.
- C. The Bid's Federal Employer Identification Number.
- D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

- A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized monies, etc.); or
- B. Has a value of at least \$1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. 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:

- A. Use the online application to process the required information on Form 1295.
- B. Print a copy of the form which will contain a unique certification number.
- C. An authorized agent of the Bidder must sign the printed copy of the form.
- D. Have the form notarized.
- E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics 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 Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

- A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
- B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
- C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
- D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.
- E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- A. Price;
- B. The Bidder's experience and reputation;
- C. Quality of the Bidder's goods and/or services;
- D. The Bidder's safety record;
- E. The Bidder's proposed personnel;
- F. The Bidder's financial capabilities; and
- G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONSIDERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

- A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Be able to comply with the required or proposed delivery schedule;
- C. Have a satisfactory record of performance that can be determined thru references provided; and
- D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.12 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a

detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

- A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. The IFB and its Addenda (if applicable); and
 - 2. The Bidder's Bid.
- B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:
 - 1. Terms and conditions of the Ensuing Agreement;
 - 2. The IFB its Addenda; and
 - 3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

- A. Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.
- B. Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

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

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15th) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

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

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County in accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

- A. The date the County receives the goods under the Contract;
- B. The date the performance of the service under the Contract is completed; or
- C. 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 (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.
- B. The County Contract, Purchase Order.
- C. Identification of items or service as outlined in the Contract.
- D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected

worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. If the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 2

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

	5
	6

Reference 3

Client Name:

Location:

Contact Name:

Title:

Phone:

E-mail

Contract Date To:

Contract Date From:

Contract Value: \$

Scope of Work:

<div></div>	<div>5</div>
<div></div>	<div>6</div>

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.

	5
	6

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

	5
	6

CONFLICT OF INTEREST QUESTIONNAIRE **For vendor or other person doing business with local governmental entity**

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

	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
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BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Address of Bidder:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Email:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Telephone:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Printed Name of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Signature of Person Submitting Affidavit:	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

<input type="checkbox"/>	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
<input type="checkbox"/>	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.

BEFORE ME, the undersigned authority, a Notary Public, personally appeared
(Name of Signer), who after being by me duly sworn, did depose and say: "I, ,
(Name of Signer) am a duly authorized officer of/agent for *(Name of Bidder)* and
have been duly authorized to execute the foregoing on behalf of the said *(Name of Bidder)*.

SUBSCRIBED AND SWORN to before me by the above-named
on this the day of , 20.

Notary Public in and for

The State of

The County of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNCH ELECTRONICALLY.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 Conflict of Interest

No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/ConflictOfInterestDisclosure/tabid/689/language/en-US/Default.aspx>

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that Williamson County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 Ethics

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this IFB, to:

Williamson County Purchasing Department

Attn: **BID NAME AND NUMBER**

901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 Ambiguity, Conflict, or other Errors in the IFB

If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

2.7 Bid Obligation

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

2.8 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with: the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

<http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx>

2.11 Responsibility

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance that can be determined thru references provided
- d) have a satisfactory record of performance with Williamson County; and e) be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

2.12 Firm Pricing

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.14 Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

- a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
- b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
- c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
- d) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
- e) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
- f) "Bidder" – A person or entity who submits a Bid in response to this IFB.
- g) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
- h) "Successful Bidder" – The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

3.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

3.2.7 Implied Requirements

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

3.2.8 Termination

- a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.
- b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction. In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse Williamson County as set out in this provision, Williamson County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

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

3.2.11 Right to Audit

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

3.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. Williamson County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

3.2.19 Severability

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

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

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

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of Williamson County for which Williamson County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

3.2.28 FOB – Destination

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

3.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. Williamson County is not obligated to purchase any minimum amount, and Williamson County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

3.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and for

3.2.38 Payment

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

In the event that an error appears in an invoice submitted by Successful Bidder, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Williamson County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
- b) Williamson County contract, Purchase Order, and/or delivery order number
- c) Identification of items or service as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices, and total amount
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office,
Accounts Payable Department: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County.

If an ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement **before** submitting a Bid. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

WILLIAMSON COUNTY BID FORM**CRUSHED GRANITE BASE FOR WILLIAMSON COUNTY
UNIFIED ROAD AND BRIDGE SYSTEM**

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

ITEM #	DESCRIPTION	UNIT	UNIT PRICING PICKED UP	UNIT PRICING - DELIVERED TO WILCO CENTRAL MAINTENANCE FACILITY IN GEORGETOWN ¹
1	CRUSHED GRANITE BASE TYPE A	TON		
2	CRUSHED GRANITE BASE TYPE B	TON		
3	CRUSHED GRANITE BASE TYPE C	TON		

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627

Signature of Person Authorized to Sign Bid

Date of Bid: _____

Printed Name and Title of Signer: _____

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE COMPLETED,
SIGNED, AND RETURNED WITH BID**

General Notes and Technical Specifications

CRUSHED GRANITE BASE

General Information

Williamson County is seeking qualified companies to provide for the purchase of Crushed Granite Base, picked up at plant site or delivered to Williamson County Central Maintenance Facility in Georgetown, TX.

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

Williamson County reserves the right to award the bid in whole to one vendor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County. A vendor will not be disqualified for a "no bid" on items they cannot provide.

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

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

Invoiced tonnage shall be based on certified scale weights at the time of shipment.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. Williamson County reserves the right to evaluate the bids based on estimated County transportation costs.

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

Definition of Terms

County: Williamson County Road and Bridge Division

Vendor: Successful bidder of the attached invitation to bid.

Engineer: Director of Road and Bridge Division

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

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

Department: Road and Bridge Division

Control of Materials

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

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

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

Sampling, Testing, and Inspection. Testing may be performed at the request of the County any time during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Vendor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

Sieve Analysis and Atterberg Limits test reports shall be from an approved independent testing laboratory, providing the proposed materials compliance and adequacy shown below in Tables 1 and 2.

Table 1. Sieve Analysis Specifications

Sieve Analysis			
Sieve Size	Specification Limit		
	TYPE A	TYPE B	TYPE C
	% Retained Required		
1-3/4	0-15	0-10	0
7/8"	0-35	0-20	0
3/8"	30-75	15-40	0-10
No. 4	45-85	30-50	5-15
No. 40	65-95	70-90	70-85
No. 200	95-100	80-95	83-90

Table 2: Atterberg Limits Specifications

Atterberg Limits			
	Specification Limit		
	TYPE A	TYPE B	TYPE C
PI	5-20	5-20	5-20

The material requirements and standard test methods in effect at the time the proposed Contract is advertised, govern. Additional testing may be requested by the County on any and/or all items on this contract.

Material which that has been tested and approved at a supply source or staging area may be re-inspected or tested before or during incorporation into the work, and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

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

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

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

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

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

General Notes

All products furnished under the provision of the Contract shall comply with requirements which pertain to the various items of work included herein as *Standard Specifications for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November, 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes.

In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

Delivery or Pick Up. Delivery or Pick Up will be stated on the Williamson County purchase order.

Measurement. Crushed Granite Base will be measured by the ton (dry weight). When material is furnished in trucks, the weight of the material will be determined on certified scales, or the vendor must provide a set of standard platform truck scales at a location approved by the Engineer.

Question and Answers for Bid #1611-125 - Crushed Granite Base

Overall Bid Questions

There are no questions associated with this bid.

Commissioners Court - Regular Session**28.****Meeting Date:** 11/08/2016

Approving Supplemental Agreement and WA for San Gabriel

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 Contract Amendment and Supplemental Agreement for the Engineering Design Services for the Repair of San Gabriel Ranch Road (Contract 1511-030) with Freese and Nichols, Inc.

Background

Requested by Terron Everston, Director of Road & Bridge; this is to amend the current Contract because during the analysis and schematic phase of the engineering services for this roadway repair project, Road & Bridge received notification from the Texas Commission of Environmental Quality (TCEQ) that the dam, upon which the deteriorated roadway sits, is in poor condition and needs significant repairs. The dam has been reclassified as a high hazard dam due to the development downstream and increased health and safety risks to the downstream population. The high hazard classification requires that a dam meet more stringent requirements which it currently doesn't meet, so repairing the road on an unsafe dam is not an option. These new findings have led the Project to a quite different scope, requiring different studies, permits and designs. The maximum amount payable for services under the Work Authorization has been increased from \$265,143.00 to \$533,524.00.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Original Contract](#)[Contract Amendment](#)[Supplemental Agreement](#)[Form 1295](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 07:53 AM

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: Freese and Nichols, Inc. ("Engineer")
ADDRESS: 10431 Morado Circle, Building 5, Suite 300, Austin, TX 78759
PROJECT: Engineering Design Services for the repair of San Gabriel Ranch Road ("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 **Three Hundred Six Thousand Seven Hundred Two Dollars (\$306,702.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the 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.

ARTICLE 9

^b See Art. 6, *supra*.

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:

Mike Nichols, P.E.
Freese and Nichols, Inc.
10431 Morado Circle, Building 5, Suite 300
Austin, TX 78759

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: Mike Nichols, P.E.
Freese and Nichols, Inc.
10431 Morado Circle, Building 5, Suite 300
Austin, TX 78759

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: _____

04-07

, 20 16

ENGINEER

FREESE AND NICHOLS

By _____

Printed Name: Victor M. Vasquez, P.E.

Title: Principal

Date: _____

March 17

, 20 16

SUBSCRIBED and sworn to before me the undersigned authority by _____

the

Principal

of **ENGINEER**, on behalf of said firm.

Victor Vasquez



Notary Public in and for the
State of Texas

My commission expires: _____

5/1/17

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.

Freeze and Nichols, Inc.

Name of Firm

[Signature]

Signature of Certifying Official

Victor M. Vásquez

Printed Name of Certifying Official

Principal

Title of Certifying Official

March 17, 2016

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Victor Vasquez
the Principal of Engineer, on behalf of
said firm.



Amanda N Griffin
Notary Public in and for the
State of Texas

My commission expires: 5/1/17

EXHIBIT B

ENGINEERING SERVICES

Project Description

San Gabriel Ranch Road (SGRR) is located in Williamson County on Lackey Creek. The roadway suffered significant damage in recent floods and is currently closed to traffic. The road embankment creates a small lake just upstream of SGRR. This lake has very limited storage capacity and the control structures consist of one ~27-inch corrugated metal pipe for a principal spillway and two ~30-inch concrete pipes for the emergency spillway. The drainage area is approximately five square miles and the spillways are inadequate for passing anything other than very small storms. When the pipes are overwhelmed, the roadway embankment is then subjected to overtopping. This overtopping recently resulted in damage to the roadway and subsequent closure of the roadway.

The roadway embankment is classified as a dam by Texas Commission on Environmental Quality (TCEQ) and TCEQ has performed several inspections throughout the years. Williamson County does not own the dam but is responsible for the roadway. Williamson County has selected Freese and Nichols, Inc. to evaluate the frequent flooding of the roadway and develop possible alternatives to reduce the frequency of roadway overtopping and to provide erosion protection for the site. As part of the evaluation, Freese and Nichols, Inc. (FNI) will perform a high level review of the dam as it relates to TCEQ Dam Safety Criteria.

It is anticipated that there will be two Work Authorizations that will include, but not limited to, a Design Phase and a Construction Phase:

A. DESIGN PHASE

Evaluation and Schematic Design

1. Perform survey
 - a. Roadway profile and select cross sections of embankment
 - b. Flow line elevations for existing pipes and channel
 - c. Pond cross sections to determine storage capacity
 - d. 1-ft topo of the spillway approach channel
 - e. 1-ft topo of the river channel from the roadway to 100-feet downstream
2. Perform geotechnical Investigation
 - a. Perform four borings
 - b. Provide geotechnical witness logging of soil strata and characterizations
 - c. Perform geological reconnaissance of soil and bedrock exposures in the Lackey Creek channel between the spillway and its confluence with the North Fork San Gabriel River
 - d. Perform basic soil tests (Atterberg limits, minus 200, moisture contents) and penetrometer tests as appropriate

- e. Perform preliminary evaluation of dam embankment stability of existing dam in accordance with TCEQ Dam Safety Guidelines for steady-state and rapid drawdown loading conditions.
3. Perform hydrologic and hydraulic (H&H) analyses in accordance with TCEQ Dam Safety Guidelines and City of Austin Drainage Criteria Manual.
 - a. Evaluate drainage area and runoff characteristics for existing and ultimate development
 - b. Develop stage-storage-discharge rating curves to represent existing dam conditions
 - c. Develop peak reservoir stage, storage and discharge for 2 to 100-year recurrence intervals
 - d. Develop peak reservoir stage, storage and discharge for 75% PMF
4. Develop schematic design for three alternative repair concepts as follows:
 - a. Removing embankment at approximate location of original Lackey Creek stream channel and installation of bridge crossing Lackey Creek while keeping same roadway alignment.
 - b. Leaving dam hydraulics and roadway alignment unchanged, replace the principal spillway corrugated metal pipe, re-laying the existing concrete pipe, and providing channel and slope armoring at outfall of the present emergency spillway concrete pipes.
 - c. Removing the existing emergency spillway concrete pipes and installation of an emergency spillway structure to pass flows under the roadway and into a drop structure at the outfall, including armoring the outfall area as needed, replacing the principal spillway corrugated metal pipe. Evaluate and address seepage control and erosion along the embankment interface. Keep roadway elevations unchanged.
5. Evaluate the following for each alternative:
 - a. Peak reservoir stage, storage and discharge for 2-100-year recurrence intervals
 - b. Peak reservoir stage, storage and discharge for 75% PMF
 - c. Increased water levels in Lackey Creek from San Gabriel Ranch Road to confluence with San Gabriel River.
 - d. Opinion of probable construction costs
 - e. Permit requirements
6. Provide documentation of proposed alternatives
 - a. Document geotechnical results in Technical Memorandum
 - b. Document H&H results in Technical Memorandum
 - c. Summarize results of alternative analysis in Summary Report
 - d. Attend up to two (2) meetings with Williamson County staff to present results
 - e. Attend one (1) public meeting to inform area residents of concepts
7. Deliverables

- a. Geotechnical Results Technical Memorandum
- b. Hydrology and Hydraulics Technical Memorandum
- c. Alternative Summary Report
- d. Posters for public meeting

Design

1. Environmental Permitting
 - a. Develop permitting strategy for selected alternative.
 - b. Site visit by Environmental Scientist
 - c. Coordination with Texas Historical Commission (THC).
 - d. Develop and submit a pre-construction notification (PCN) to USACE.
2. Prepare conceptual set of sketches for either alternative 4.b or 4.c based upon County's selection. The County has indicated previously that the bridge alternative is unlikely to be selected.
 - a. Provide proposed typical section and cross sections
 - b. Provide proposed plan and profile sketches
 - c. Provide proposed drainage feature sketches
 - d. Provide table of contents for technical specifications
3. Prepare 90% set of construction documents
 - a. Finalize
 1. Roadway grades and cross sections
 2. Grading plans
 3. Roadway details
 4. Detailing of all drainage structures
 5. Environmental Controls
 - b. Provide complete set of draft specifications
 - c. Provide opinion of probable construction cost
 - d. Submit plans and specifications to TCEQ Dam Safety
4. Develop final plans and specifications for bidding that incorporate County's latest comments
5. Submit Issued for Bid plans and specifications to County and TCEQ Dam Safety
6. Update OPCC for Issued for Bid set
7. Deliverables
 - a. Conceptual sketches, specification outline
 - b. 90% Plans, Specifications and Opinion of Probable Construction Cost
 - c. Issued-For-Bid Plans, Specifications and Opinion of Probable Construction Cost

Bid Phase

1. Attend Pre-Bid Meeting
2. Prepare any necessary addenda

3. Attend Bid Opening
4. Assist County with bid evaluations

B. CONSTRUCTION PHASE

FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect COUNTY in providing these services; however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The ENGINEER or ENGINEER OF RECORD shall be defined as the professional engineer responsible for the preparation, modification, and interpretation of the design documents for the project including evaluations, analyses, technical reports, plans and specifications.

The purpose of this phase is for FNI to provide the following professional engineering services to support the construction in accordance with Texas Administrative Code Title 30, Part 1, Chapter 299 Dams and Reservoirs. The overall construction schedule is assumed to be 120 calendar days. Any effort directly or indirectly related to a time extension to the CONTRACTOR and project duration will be an additional service for FNI.

General Construction Management Services shall include:

1. Prepare and provide COUNTY with five (5) sets of "Issued for Construction" construction plans and contract documents incorporating addenda changes. Provide TCEQ with one (1) copy of "Issued for Construction" documents.
2. Assist COUNTY in conducting pre-construction conference with the CONTRACTOR and review construction schedules prepared by the CONTRACTOR pursuant to the requirements of the construction contract. Coordinate communication procedures with COUNTY and CONTRACTOR.
3. Designated FNI staff that participated in the design phase shall visit the project site for up to four (4) visits to observe the general progress of the construction work, observe critical construction activities, and coordinate with the COUNTY'S Onsite Representative. In this effort FNI will endeavor to protect the COUNTY against defects and deficiencies in the work of CONTRACTOR and will report any observed deficiencies or non-conforming work in writing to the COUNTY. Visits to the site in excess of the number listed under this item are an additional service. The site visits under this task do not include attendance to monthly progress meetings or special technical support visits.
4. Attend monthly construction progress meetings (one-half day trip per meeting, 4 meetings total) separate from the site visits described above to evaluate overall progress, submittal status, and contract changes.

5. Interpret the intent of drawings and specifications for COUNTY and Contractor. Review key contractor's submittals for consistency with plans, specifications, and project requirements, including requests for information, modification requests, certified test results, and shop drawings in accordance with the requirements of the construction contract documents. Prepare design clarification responses required.
6. Submit monthly reports of construction progress to the COUNTY and TCEQ Dam Safety. Reports will describe construction progress in general terms and summarize project costs, construction schedule and pending and approved contract modifications. Report outline will be based on TCEQ Dam Safety Program guidelines for Design and Construction for Dams in Texas. Provide COUNTY and TCEQ with one (1) copy of monthly report.
7. Conduct, in company with COUNTY's representative, a substantial completion review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Conduct a follow up final review to determine that items on the substantial completion checklist have been completed and are in accordance with Construction Contract Documents. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR.
8. Revise the construction drawings in accordance with the information furnished to the COUNTY to by CONTRACTOR reflecting changes in the Project made during construction. "Record Drawings" shall be provided by FNI to the following:
 - a. COUNTY, three (3) sets of prints;
 - b. TCEQ, one (1) set of prints;
9. Submit Record Drawings within sixty (60) calendar days upon receipt of all documentation from CONTRACTOR of record changes. Submit project completion certificate per TCEQ requirements within 45 days of project substantial completion.

Deliverables

- d. Conceptual sketches, specification outline
- e. 90% Plans, Specifications and Opinion of Probable Construction Cost
- f. Issued-For-Bid Plans, Specifications and Opinion of Probable Construction Cost
- g. Issued-For-Construction Plans
- h. Record Drawings

C. ADDITIONAL SERVICES

Additional Services to be performed by FNI, if authorized by CLIENT, which are not included in the above described basic services, are described as follows:

1. Additional survey and geotechnical investigations
2. Hydraulic or hydrologic impact on San Gabriel River
3. FEMA floodplain coordination, including Letter of Map Revision

4. USACE Individual Permit
5. Permitting for dam removal
6. Bridge design
7. Additional construction phase services

C. RESPONSIBILITIES OF COUNTY

COUNTY shall perform the following in a timely manner so as not to delay the services of FNI:

1. Obtain Right-Of-Entry or perform public notifications as needed to conduct survey services, geotechnical investigation, and site visits.
2. Right-of-way and easement document preparation
3. Public Involvement Coordination
4. Onsite resident representation during construction
5. Quality control testing during construction

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").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20____.

ENGINEER:

[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

Please see attached rate sheet, fee, and 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.

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Three Hundred Six Thousand Seven Hundred Two Dollars and No Cents (\$306,702). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Rate</u>
Professional - 1 (Env. Scientist I-III, Hydrologist I-III, GIS I-III)	113
Professional - 2 (Engineer I-III, Hydrologist IV, GIS IV)	137
Professional - 3 (Engineer IV, Env. Scientist IV, Hydrologist V, GIS V, Senior Geologist)	156
Professional - 4 (Engineer V, Env. Scientist V-VI)	178
Professional - 5 (Engineer VI, Env. Scientist VII, Hydrologist VI)	209
Professional - 6 (Engineer VII-VIII, Env. Scientist VIII)	240
Construction Manager - 1	91
Construction Manager - 2	117
Construction Manager - 3	138
Construction Manager - 4	173
CAD Technician/Designer - 1	96
CAD Technician/Designer - 2	126
CAD Technician/Designer - 3	153
Corporate Project Support - 1	92
Corporate Project Support - 2	111
Corporate Project Support - 3	148
Intern/ Coop	57

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost.

These rates are subject to annual adjustment. Last Updated February 2015.

2022015

FNI
OWNER

VMV

Williamson County
San Gabriel Ranch Road
9-Mar-16
Detailed Cost Breakdown

Project Fee Summary			
Basic	\$	306,702	
Special	\$		
Total Project	\$	306,702	

Basic Services														Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Bill Rate Classification		Professional 6	Professional 5	Professional 4	Professional 3	Professional 2	Corporate Project Support 3	Corporate Project Support 1	Construction Manager 4	CAD Technician/ Designer 2	CAD Technician/ Designer 1							
Hourly Bill Rate		\$240.00	\$209.00	\$178.00	\$156.00	\$137.00	\$148.00	\$92.00	\$173.00	\$126.00	\$96.00							
Study																		
Study	1	Survey	2		2					4				8	\$ 1,340	\$ 68	\$ 10,384	\$ 11,792
Study	2	Geotechnical Investigation													\$ -	\$ -	\$ 10,615	\$ 10,615
		Project setup/kickoff and driller coordination	7				2	2						11	\$ 2,160	\$ 94	\$ -	\$ 2,254
		Site Visit	10											10	\$ 2,400	\$ 285	\$ -	\$ 2,685
		Field geology and boring logging, log production	1			30		3						34	\$ 5,196	\$ 972	\$ -	\$ 6,168
		Geologic profile and cross sections	1			3		3		3				13	\$ 1,773	\$ 111	\$ -	\$ 1,884
		Slope stability and seepage analysis	1	3			12							16	\$ 2,511	\$ 138	\$ -	\$ 2,647
															\$ -	\$ -	\$ -	\$ -
Study	3	Preliminary H&H Analyses													\$ -	\$ -	\$ -	\$ -
		Hydro Parameters			6	12	12							30	\$ 4,584	\$ 255	\$ -	\$ 4,839
		Existing Conditions SSD			7	8	28							43	\$ 6,330	\$ 306	\$ -	\$ 6,696
		2-100 yr Results	1		1	2	6							10	\$ 1,552	\$ 85	\$ -	\$ 1,637
		75% PMF results				4	8							12	\$ 1,720	\$ 102	\$ -	\$ 1,822
															\$ -	\$ -	\$ -	\$ -
Study	4	Develop Alternative Repair Concepts													\$ -	\$ -	\$ -	\$ -
		Remove Embankment and Add Bridge	12	2	8	2	4			4				32	\$ 6,086	\$ 272	\$ -	\$ 6,358
		Leave Hydraulics Unchanged, Replace Culverts	14	2	8	2	4			8				36	\$ 7,070	\$ 356	\$ -	\$ 7,426
		Upgrade Emergency Spillway	14	2	8	2	4			8				38	\$ 7,070	\$ 323	\$ -	\$ 7,393
															\$ -	\$ -	\$ -	\$ -
Study	5	Alternative Repair Evaluation													\$ -	\$ -	\$ -	\$ -
		2 to 100-year, 75% PMF Results	2		9	14	18							43	\$ 6,732	\$ 368	\$ -	\$ 7,098
		Develop Probable Costs	2	2	4	2	8		6					24	\$ 4,056	\$ 204	\$ -	\$ 4,260
		Evaluate permit requirements			20									20	\$ 3,560	\$ 170	\$ -	\$ 3,730
															\$ -	\$ -	\$ -	\$ -
Study	6	Documentation and Meetings													\$ -	\$ -	\$ -	\$ -
		Geotechnical Technical Memorandum	6	3		3	12			8				30	\$ 4,935	\$ 255	\$ -	\$ 5,190
		H&H Technical Memorandum	4		13	20	22							59	\$ 9,408	\$ 502	\$ -	\$ 9,910
		Summary Report	8	1	8	4	8			8				37	\$ 6,281	\$ 315	\$ -	\$ 6,596
		Develop Figures, 2 sheets per alternative	2		4	4				8				18	\$ 2,824	\$ 153	\$ -	\$ 2,977
		Attend two meetings with County	10	4	7	2	9							32	\$ 6,027	\$ 337	\$ -	\$ 6,364
		Attend one public meeting	16		10	2	4	2						34	\$ 6,664	\$ 487	\$ -	\$ 7,151
									2						\$ -	\$ -	\$ -	\$ -
Design	1	Environmental Permitting													\$ -	\$ -	\$ -	\$ -
		Develop permitting strategy	2		22	8								32	\$ 5,644	\$ 272	\$ -	\$ 5,916
		Site Visit			12									12	\$ 2,136	\$ 135	\$ -	\$ 2,271
		THC Coordination	2		22									24	\$ 4,396	\$ 204	\$ -	\$ 4,600
		Develop PCN	2		88	20								110	\$ 19,264	\$ 935	\$ -	\$ 20,199
															\$ -	\$ -	\$ -	\$ -
Design	2	Conceptual Sketches													\$ -	\$ -	\$ -	\$ -
		Sketches	13	3	10	15	17			15	16			89	\$ 13,622	\$ 757	\$ -	\$ 14,379
		Table of Contents - Technical Specifications	12	1	12	2	8							35	\$ 6,033	\$ 258	\$ -	\$ 6,931
															\$ -	\$ -	\$ -	\$ -
Design	3	90% Plans and Specifications													\$ -	\$ -	\$ -	\$ -
		Plans	26	1	20	19	53			65	8			191	\$ 28,952	\$ 1,815	\$ -	\$ 30,767
		Specifications	24		24	1	32							81	\$ 14,572	\$ 889	\$ -	\$ 15,261
		OPCC	8		16	2	14		7					47	\$ 8,209	\$ 400	\$ -	\$ 8,609
															\$ -	\$ -	\$ -	\$ -
	4	Final Plans and Specifications	12		16		18			20				64	\$ 10,440	\$ 738	\$ -	\$ 11,178
															\$ -	\$ -	\$ -	\$ -
Bid	1	Bid Phase		1		2								5	\$ 713	\$ 43	\$ -	\$ 756
Bid	2	Pre-Bid Meeting	20		4		2					2		26	\$ 5,786	\$ 254	\$ -	\$ 6,040
Bid	2	Addenda	10		8		10			6				34	\$ 5,950	\$ 280	\$ -	\$ 6,239
Bid	3	Bid Opening	6		4									10	\$ 2,152	\$ 118	\$ -	\$ 2,270
Bid	4	Bid Evaluation	9		4									10	\$ 2,152	\$ 85	\$ -	\$ 2,237
															\$ -	\$ -	\$ -	\$ -
		Construction (General Oversight)													\$ -	\$ -	\$ -	\$ -
Const	1	Issued For Construction Documents	2		4		4	2	2					18	\$ 2,792	\$ 390	\$ -	\$ 3,182
	2	Pre-Construction Conference	4		4		2			6				10	\$ 1,946	\$ 85	\$ -	\$ 2,031
	3	Site Visits	6	4	28	4	8							50	\$ 8,980	\$ 555	\$ -	\$ 9,535
	4	Progress Meetings	20											20	\$ 4,800	\$ 300	\$ -	\$ 5,100
	5	Submittal Review	10	2	12	2	2							28	\$ 5,540	\$ 238	\$ -	\$ 5,778
	6	Document Interpretation and Eng. Support	5	2	9	2	8			8				36	\$ 5,176	\$ 306	\$ -	\$ 5,484
	7	Monthly Progress Reports	4		16									20	\$ 3,808	\$ 170	\$ -	\$ 3,978
	8	Substantial Completion Review	8				2							10	\$ 2,184	\$ 85	\$ -	\$ 2,270
	9	Record Drawings	2		4		6			8				20	\$ 3,022	\$ 170	\$ -	\$ 3,192
															\$ -	\$ -	\$ -	\$ -
Total Basic Services Hours		319	33	453	193	346	4	18	13	177	26							
Total Basic Services Labor Effort		\$ 76,560	\$ 6,897	\$ 80,634	\$ 30,108	\$ 47,402	\$ 592	\$ 920	\$ 2,249	\$ 22,302	\$ 2,496	\$ -	\$ -	1,574	\$ 270,160	\$ 15,543	\$ 20,999	\$ 306,702

Williamson County
San Gabriel Ranch Road
9-Mar-16
Detailed Cost Breakdown

Project Fee Summary		
Basic	\$	306,702
Special	\$	-
Total Project	\$	306,702

Phase	Task	Expenses	Tech Charge	Miles	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Lg Format - Vinyl/Adhesive - B&W (sq. ft.)	Lg Format - Bond - Color (sq. ft.)	Lg Format - Glossy/Mylar - Color (sq. ft.)	Lg Format - Vinyl/Adhesive - Color (sq. ft.)	Other	Total Exp Effort
Study	1	Survey	8												\$ 68
Study	2	Geotechnical Investigation													\$ -
		Project setup/ kickoff and driller coordination	11												\$ 94
		Site Visit	10	370											\$ 265
		Field geology and boring logging, log production	34	450										400	\$ 972
		Geologic profile and cross sections	13												\$ 111
		Slope stability and seepage analyses	16												\$ 136
															\$ -
Study	3	Preliminary H&M Analyses													\$ -
		Hydro Parameters	30												\$ 265
		Existing Conditions SSD	43												\$ 366
		2-100 yr Results	10												\$ 85
		75% PMF results	12												\$ 102
															\$ -
Study	4	Develop Alternative Repair Concepts													\$ -
		Remove Embankment and Add Bridge	32												\$ 272
		Leave Hydraulics Unchanged, Replace Culverts	36	60											\$ 356
		Upgrade Emergency Spillway	36												\$ 323
															\$ -
Study	5	Alternative Repair Evaluation													\$ -
		2 to 100-year, 75% PMF Results	43												\$ 366
		Develop Probable Costs	24												\$ 204
		Evaluate permit requirements	20												\$ 170
															\$ -
Study	6	Documentation and Meetings													\$ -
		Geotechnical Technical Memorandum	30												\$ 265
		H&M Technical Memorandum	59												\$ 502
		Summary Report	37												\$ 315
		Develop Figures: 2 sheets per alternative	18												\$ 153
		Attend two meetings with County	32	120											\$ 337
		Attend one public meeting	34	60										150	\$ 487
															\$ -
Design	1	Environmental Permitting													\$ -
		Develop permitting strategy	32												\$ 272
		Site Visit	12	60											\$ 136
		THC Coordination	24												\$ 304
		Develop PCN	110												\$ 935
															\$ -
Design	2	Conceptual Sketches													\$ -
		Sketches	89												\$ 757
		Table of Contents - Technical Specifications	35												\$ 298
															\$ -
Design	3	90% Plans and Specifications													\$ -
		Plans	191		500	500	5	60							\$ 1,615
		Specifications	61												\$ 689
		OFGC	47												\$ 400
															\$ -
	4	Final Plans and Specifications	64		900	500	5	80							\$ 736
															\$ -
		Bid Phase	5												\$ 43
Bid	1	Pre-Bid Meeting	26	60											\$ 254
Bid	2	Addenda	34												\$ 289
Bid	3	Bid Opening	10	60											\$ 118
Bid	4	Bid Evaluation	10												\$ 85
															\$ -
		Construction (General Oversight)													\$ -
Const	1	Issued For Construction Documents	18		500	500	5	60	60						\$ 390
	2	Pre-Construction Conference	10												\$ 85
	3	Site Visits	50	240											\$ 555
	4	Progress Meetings	20	240											\$ 300
	5	Submittal Review	28												\$ 238
	6	Document Interpretation and Eng. Support	36												\$ 306
	7	Monthly Progress Reports	20												\$ 170
	8	Substantial Completion Review	10												\$ 85
	9	Record Drawings	20												\$ 170
															\$ -
															\$ -
															\$ -
Total Basic Services Items			1,574	1,720	1,500	1,500	15	180	60	-	-	-	-	-	550
Total Basic Services Expenses Effort			\$ 13,379	\$ 929	\$ 150	\$ 375	\$ 4	\$ 45	\$ 45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 605
															\$ 15,543

Project Fee Summary	
Basic	\$ 306.70
Special	\$ -
Total Project	\$ 306.70

3 of 3

San Gabriel Ranch Road Freese and Nichols

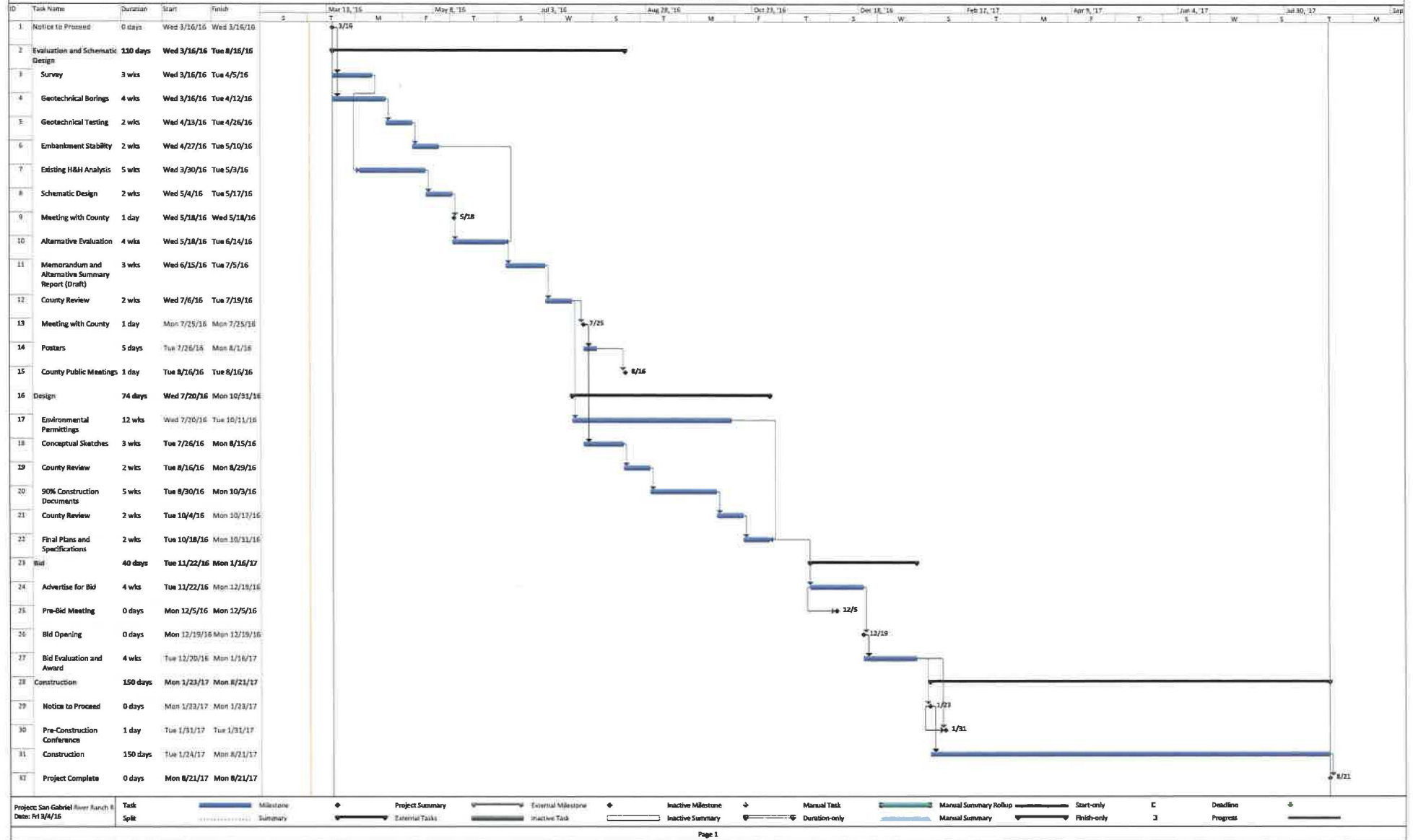


EXHIBIT E

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

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Engineering Design Services for the repair of San Gabriel Ranch Road ("Project")

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

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective April 07, 2016 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$306,702.00; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$306,702.00 to \$575,083.00.

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

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

ENGINEER:

By: _____

Signature

Printed Name

Title

Date

COUNTY:

By: _____

Signature

Printed Name

Title

Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment B - Services to be Provided by Engineer

Attached behind this page

Freese and Nichols, Inc.
San Gabriel Ranch Road
Final Design
PSA Supplemental No. 1

Project Description

This Supplemental is a result of an alternative evaluation study performed by Freese and Nichols to assist Williamson County in deciding how to address the concerns at San Gabriel River Ranch Road Dam, including hydraulic inadequacy, auxiliary spillway erosion, and undermining of the county road. Because of that study, Williamson County has decided to remove the dam and create a new channel along the original creek alignment and construct a two-lane bridge over the new channel. This Supplemental includes preparation of plans and specifications for the dam removal, channel restoration, and bridge construction. It also includes environmental permit coordination with U.S. Army Corps of Engineers. Informal conversations with USACE suggest that an Individual Permit (with mitigation) may be required.

A. Delete the stricken text in PSA Exhibit B, and replace with the following:

DESIGN

1. Public Involvement
 - a. Attend one (1) public meeting to inform area residents of concept
 - b. Prepare draft posters (total of 3 posters) for public meeting for County review.
 - c. Address County's comments and prepare final posters (total of 3 posters).
2. Perform additional survey
 - a. 1-ft topo of the dam embankment, and 400-feet of creek channel downstream from the dam.
 - b. Two channel cross sections downstream of the topo area.
 - c. Five channel cross sections upstream of the dam.
 - d. Tree survey
3. US Army Corps of Engineers (USACE) Permit
 - a. Coordinate and Attend a Pre-Application Meeting with USACE to identify and confirm permitting approach and requirements.
 - b. Perform additional fieldwork to supplement initial field visit to delineate regulated waters, identify wildlife habitat and potential cultural resources.
 - c. Prepare Waters of the U.S. Delineation Report.
 - d. Prepare Federally-listed Species Habitat Evaluation Report.
 - e. Prepare Cultural Resources Assessment.
 - f. Develop functional assessment/mitigation plan.
 - g. Develop and submit a pre-construction notification (PCN) to USACE.

4. Stormwater Pollution Prevention Plan
 - a. Develop a reference storm water pollution prevention plan (SWPPP) for construction to be executed by the project's Primary Operator (Contractor). The SWPPP is to help reduce the release of sediment and pollution from the construction site in accordance with the Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) general permit for storm water runoff from construction activity (TXR150000).
5. Williamson County Floodplain Development Permit
 - a. Prepare and submit a development permit to Williamson County.
6. Sediment Evaluation (If requested by resource agencies during permitting)
 - a. Obtain eight sediment samples from the surface of the lake bottom. It is assumed that FNI will be able to utilize a boat on the lake for purposes of sediment sampling.
 - b. Perform laboratory analysis for identified potential chemicals of concerns (COCs) including:
 - i. heavy metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) by EPA Method 6020.
 - ii. chlorinated herbicides by EPA Method 8151
 - iii. organochlorine pesticides by EPA Method 8081
 - iv. organophosphate pesticides by EPA Method 8141A
 - v. VOCs by SW-846 8260B
7. Utilities
 - a. Coordinate utility relocation with utility companies. It is assumed that the utilities will remain in similar horizontal alignment as they currently do and will be supported vertically by the bridge.
8. Channel Design
 - a. Perform gradation testing on up to eight sediment samples
 - b. Evaluate channel stability to erosion for normal and flood flows
 - c. Perform slope stability analysis of the proposed channel slopes
9. Letter of Map Revision
 - a. Study Area: The hydrologic study area will include the approximately 5.5 square mile drainage basin upstream from San Gabriel River Ranch Dam. The hydraulic model study area will begin at Lackey Creek Road and end at the confluence of Lackey Creek and North Fork San Gabriel River.
 - b. Obtain FEMA effective model and backup data for Clearwater Ranch.
 - c. Obtain FEMA backup data for the zone A mapping of Lackey Creek and the North Fork San Gabriel River, if available.
 - d. Incorporate Clearwater Ranch FEMA data into conceptual design phase hydrologic model.
 - e. Develop an existing condition hydraulic model and determine floodplain limits across the study area.
 - f. Based upon the above data, complete existing conditions hydraulic model and include:

- i. Cross Section Plots
 - ii. Floodplain Delineation
 - iii. HEC-RAS Computer Models
- g. Modify existing condition hydrologic and hydraulic models as necessary to develop a proposed hydraulic model of the revised conditions through the site.
- h. Determine proposed floodplain and identify project impacts.
- i. Based on the above data complete:
 - i. Water Surface Profile Plots
 - ii. Cross Section Plots
 - iii. Floodplain Delineation
 - iv. Project impacts
 - v. Computer printouts of hydraulic models
- j. Complete necessary FEMA MT-2 forms for inclusion in submittal.
- k. Submit LOMR to FEMA and pay applicable review fees.
- l. Prepare one digital copy of the report (FEMA, Community, and client) explaining the methodologies and results of the study and containing appropriate charts, graphs, plots, exhibits to describe the study.
- m. Provide necessary coordination with FEMA and the Community to provide technical information in support of the report. FNI will revise/respond to two rounds of FEMA comments.
- n. Prepare newspaper notification advertisement of map change
 - i. Identify adversely impacted properties from flood study.
 - ii. Research property ownership obtaining names and addresses of adversely impacted properties.
 - iii. Coordinate with the community to develop a newspaper notification ad to run in the local newspaper.
 - iv. Submit and pay for newspaper add two local papers
 - v. Supply FEMA with copies of the newspaper ad.
- 10. Prepare 30 percent review drawings of the design.
 - a. Provide proposed typical section and cross sections
 - b. Provide proposed plan and profile sketches
 - c. Provide proposed drainage feature sketches
 - d. Provide table of contents for technical specifications
 - e. Provide opinion of probable construction cost
 - f. Attend one meeting with Williamson County staff to discuss comments
- 11. Prepare 90% set of construction documents
 - a. Finalize
 - 1. Roadway grades and cross sections
 - 2. Grading plans
 - 3. Roadway details
 - 4. Detailing of all drainage structures
 - 5. Environmental Controls

- 6. Attend one meeting with Williamson County staff to discuss comments
- b. Provide complete set of draft specifications
- c. Update opinion of probable construction cost
- d. Submit plans and specifications to TCEQ Dam Safety
- 12. Develop final plans and specifications for bidding that incorporate County's latest comments
- 13. Submit Issued for Bid plans and specifications to County and TCEQ Dam Safety
- 14. Update OPCC to accompany Issued for Bid set

Deliverables

- a. 30% Plans, specification outline, Opinion of Probable Construction Cost
- b. 90% Plans, Specifications, SWPPP, and Opinion of Probable Construction Cost
- c. Issued-For-Bid Plans, Specifications, SWPPP, and Opinion of Probable Construction Cost
- d. Design memorandum
- e. FEMA Letter of Map Revision Submittal
- f. USACE 404 Pre-Construction Notification

B. The Compensation and Expenses under the PSA shall be adjusted as follows:

Original PSA Compensation Cap	\$306,702
<u>Proposed Additional Effort</u>	<u>+\$268,381</u>
Revised Compensation Cap	\$575,083

EXHIBIT B

ENGINEERING SERVICES

Project Description

San Gabriel Ranch Road (SGRR) is located in Williamson County on Lackey Creek. The roadway suffered significant damage in recent floods and is currently closed to traffic. The road embankment creates a small lake just upstream of SGRR. This lake has very limited storage capacity and the control structures consist of one ~27-inch corrugated metal pipe for a principal spillway and two ~30-inch concrete pipes for the emergency spillway. The drainage area is approximately five square miles and the spillways are inadequate for passing anything other than very small storms. When the pipes are overwhelmed, the roadway embankment is then subjected to overtopping. This overtopping recently resulted in damage to the roadway and subsequent closure of the roadway.

The roadway embankment is classified as a dam by Texas Commission on Environmental Quality (TCEQ) and TCEQ has performed several inspections throughout the years. Williamson County does not own the dam but is responsible for the roadway. Williamson County has selected Freese and Nichols, Inc. to evaluate the frequent flooding of the roadway and develop possible alternatives to reduce the frequency of roadway overtopping and to provide erosion protection for the site. As part of the evaluation, Freese and Nichols, Inc. (FNI) will perform a high level review of the dam as it relates to TCEQ Dam Safety Criteria.

It is anticipated that there will be two Work Authorizations that will include, but not limited to, a Design Phase and a Construction Phase:

A. DESIGN PHASE

Evaluation and Schematic Design

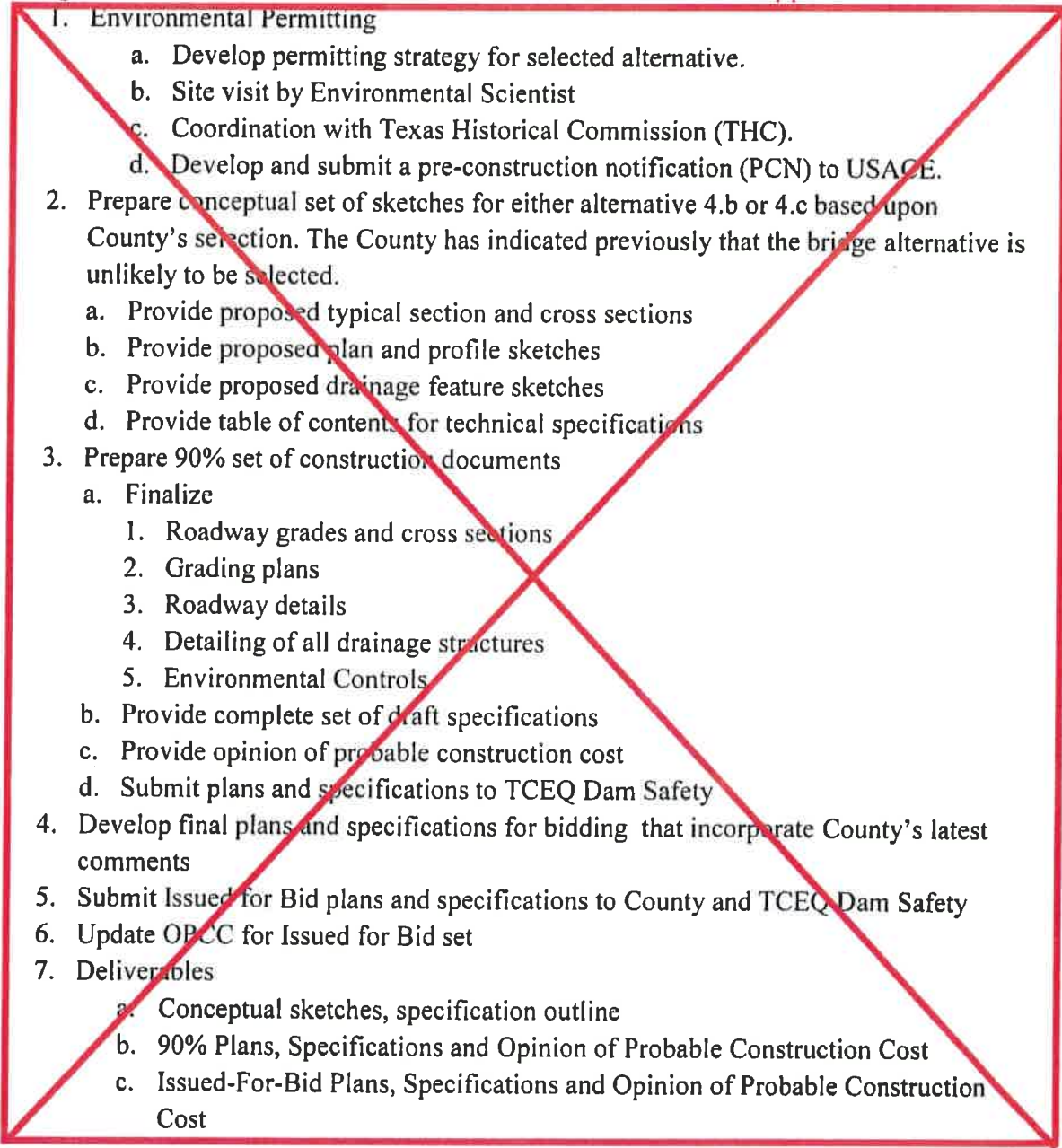
1. Perform survey
 - a. Roadway profile and select cross sections of embankment
 - b. Flow line elevations for existing pipes and channel
 - c. Pond cross sections to determine storage capacity
 - d. 1-ft topo of the spillway approach channel
 - e. 1-ft topo of the river channel from the roadway to 100-feet downstream
2. Perform geotechnical Investigation
 - a. Perform four borings
 - b. Provide geotechnical witness logging of soil strata and characterizations
 - c. Perform geological reconnaissance of soil and bedrock exposures in the Lackey Creek channel between the spillway and its confluence with the North Fork San Gabriel River
 - d. Perform basic soil tests (Atterberg limits, minus 200, moisture contents) and penetrometer tests as appropriate

- e. Perform preliminary evaluation of dam embankment stability of existing dam in accordance with TCEQ Dam Safety Guidelines for steady-state and rapid drawdown loading conditions.
- 3. Perform hydrologic and hydraulic (H&H) analyses in accordance with TCEQ Dam Safety Guidelines and City of Austin Drainage Criteria Manual.
 - a. Evaluate drainage area and runoff characteristics for existing and ultimate development
 - b. Develop stage-storage-discharge rating curves to represent existing dam conditions
 - c. Develop peak reservoir stage, storage and discharge for 2 to 100-year recurrence intervals
 - d. Develop peak reservoir stage, storage and discharge for 75% PMF
- 4. Develop schematic design for three alternative repair concepts as follows:
 - a. Removing embankment at approximate location of original Lackey Creek stream channel and installation of bridge crossing Lackey Creek while keeping same roadway alignment.
 - b. Leaving dam hydraulics and roadway alignment unchanged, replace the principal spillway corrugated metal pipe, re-laying the existing concrete pipe, and providing channel and slope armoring at outfall of the present emergency spillway concrete pipes.
 - c. Removing the existing emergency spillway concrete pipes and installation of an emergency spillway structure to pass flows under the roadway and into a drop structure at the outfall, including armoring the outfall area as needed, replacing the principal spillway corrugated metal pipe. Evaluate and address seepage control and erosion along the embankment interface. Keep roadway elevations unchanged.
- 5. Evaluate the following for each alternative:
 - a. Peak reservoir stage, storage and discharge for 2-100-year recurrence intervals
 - b. Peak reservoir stage, storage and discharge for 75% PMF
 - c. Increased water levels in Lackey Creek from San Gabriel Ranch Road to confluence with San Gabriel River.
 - d. Opinion of probable construction costs
 - e. Permit requirements
- 6. Provide documentation of proposed alternatives
 - a. Document geotechnical results in Technical Memorandum
 - b. Document H&H results in Technical Memorandum
 - c. Summarize results of alternative analysis in Summary Report
 - d. Attend up to two (2) meetings with Williamson County staff to present results
 - e. Attend one (1) public meeting to inform area residents of concepts
- 7. Deliverables

- a. Geotechnical Results Technical Memorandum
- b. Hydrology and Hydraulics Technical Memorandum
- c. Alternative Summary Report
- d. Posters for public meeting

Design

See Supplemental No. 1

- 
- 1. Environmental Permitting
 - a. Develop permitting strategy for selected alternative.
 - b. Site visit by Environmental Scientist
 - c. Coordination with Texas Historical Commission (THC).
 - d. Develop and submit a pre-construction notification (PCN) to USACE.
 - 2. Prepare conceptual set of sketches for either alternative 4.b or 4.c based upon County's selection. The County has indicated previously that the bridge alternative is unlikely to be selected.
 - a. Provide proposed typical section and cross sections
 - b. Provide proposed plan and profile sketches
 - c. Provide proposed drainage feature sketches
 - d. Provide table of contents for technical specifications
 - 3. Prepare 90% set of construction documents
 - a. Finalize
 - 1. Roadway grades and cross sections
 - 2. Grading plans
 - 3. Roadway details
 - 4. Detailing of all drainage structures
 - 5. Environmental Controls
 - b. Provide complete set of draft specifications
 - c. Provide opinion of probable construction cost
 - d. Submit plans and specifications to TCEQ Dam Safety
 - 4. Develop final plans and specifications for bidding that incorporate County's latest comments
 - 5. Submit Issued for Bid plans and specifications to County and TCEQ Dam Safety
 - 6. Update OPCC for Issued for Bid set
 - 7. Deliverables
 - a. Conceptual sketches, specification outline
 - b. 90% Plans, Specifications and Opinion of Probable Construction Cost
 - c. Issued-For-Bid Plans, Specifications and Opinion of Probable Construction Cost

Bid Phase

- 1. Attend Pre-Bid Meeting
- 2. Prepare any necessary addenda

3. Attend Bid Opening
4. Assist County with bid evaluations

B. CONSTRUCTION PHASE

FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect COUNTY in providing these services; however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

The ENGINEER or ENGINEER OF RECORD shall be defined as the professional engineer responsible for the preparation, modification, and interpretation of the design documents for the project including evaluations, analyses, technical reports, plans and specifications.

The purpose of this phase is for FNI to provide the following professional engineering services to support the construction in accordance with Texas Administrative Code Title 30, Part 1, Chapter 299 Dams and Reservoirs. The overall construction schedule is assumed to be 120 calendar days. Any effort directly or indirectly related to a time extension to the CONTRACTOR and project duration will be an additional service for FNI.

General Construction Management Services shall include:

1. Prepare and provide COUNTY with five (5) sets of "Issued for Construction" construction plans and contract documents incorporating addenda changes. Provide TCEQ with one (1) copy of "Issued for Construction" documents.
2. Assist COUNTY in conducting pre-construction conference with the CONTRACTOR and review construction schedules prepared by the CONTRACTOR pursuant to the requirements of the construction contract. Coordinate communication procedures with COUNTY and CONTRACTOR.
3. Designated FNI staff that participated in the design phase shall visit the project site for up to four (4) visits to observe the general progress of the construction work, observe critical construction activities, and coordinate with the COUNTY'S Onsite Representative. In this effort FNI will endeavor to protect the COUNTY against defects and deficiencies in the work of CONTRACTOR and will report any observed deficiencies or non-conforming work in writing to the COUNTY. Visits to the site in excess of the number listed under this item are an additional service. The site visits under this task do not include attendance to monthly progress meetings or special technical support visits.
4. Attend monthly construction progress meetings (one-half day trip per meeting, 4 meetings total) separate from the site visits described above to evaluate overall progress, submittal status, and contract changes.

5. Interpret the intent of drawings and specifications for COUNTY and Contractor. Review key contractor's submittals for consistency with plans, specifications, and project requirements, including requests for information, modification requests, certified test results, and shop drawings in accordance with the requirements of the construction contract documents. Prepare design clarification responses required.
6. Submit monthly reports of construction progress to the COUNTY and TCEQ Dam Safety. Reports will describe construction progress in general terms and summarize project costs, construction schedule and pending and approved contract modifications. Report outline will be based on TCEQ Dam Safety Program guidelines for Design and Construction for Dams in Texas. Provide COUNTY and TCEQ with one (1) copy of monthly report.
7. Conduct, in company with COUNTY's representative, a substantial completion review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Conduct a follow up final review to determine that items on the substantial completion checklist have been completed and are in accordance with Construction Contract Documents. Review and comment on the certificate of completion and the recommendation for final payment to the CONTRACTOR.
8. Revise the construction drawings in accordance with the information furnished to the COUNTY to by CONTRACTOR reflecting changes in the Project made during construction. "Record Drawings" shall be provided by FNI to the following:
 - a. COUNTY, three (3) sets of prints;
 - b. TCEQ, one (1) set of prints;
9. Submit Record Drawings within sixty (60) calendar days upon receipt of all documentation from CONTRACTOR of record changes. Submit project completion certificate per TCEQ requirements within 45 days of project substantial completion.

Deliverables

- d. Conceptual sketches, specification outline
- e. 90% Plans, Specifications and Opinion of Probable Construction Cost
- f. Issued-For-Bid Plans, Specifications and Opinion of Probable Construction Cost
- g. Issued-For-Construction Plans
- h. Record Drawings

C. ADDITIONAL SERVICES

Additional Services to be performed by FNI, if authorized by CLIENT, which are not included in the above described basic services, are described as follows:

1. Additional survey and geotechnical investigations
2. Hydraulic or hydrologic impact on San Gabriel River
3. FEMA floodplain coordination, including Letter of Map Revision

4. USACE Individual Permit
5. Permitting for dam removal
6. Bridge design
7. Additional construction phase services

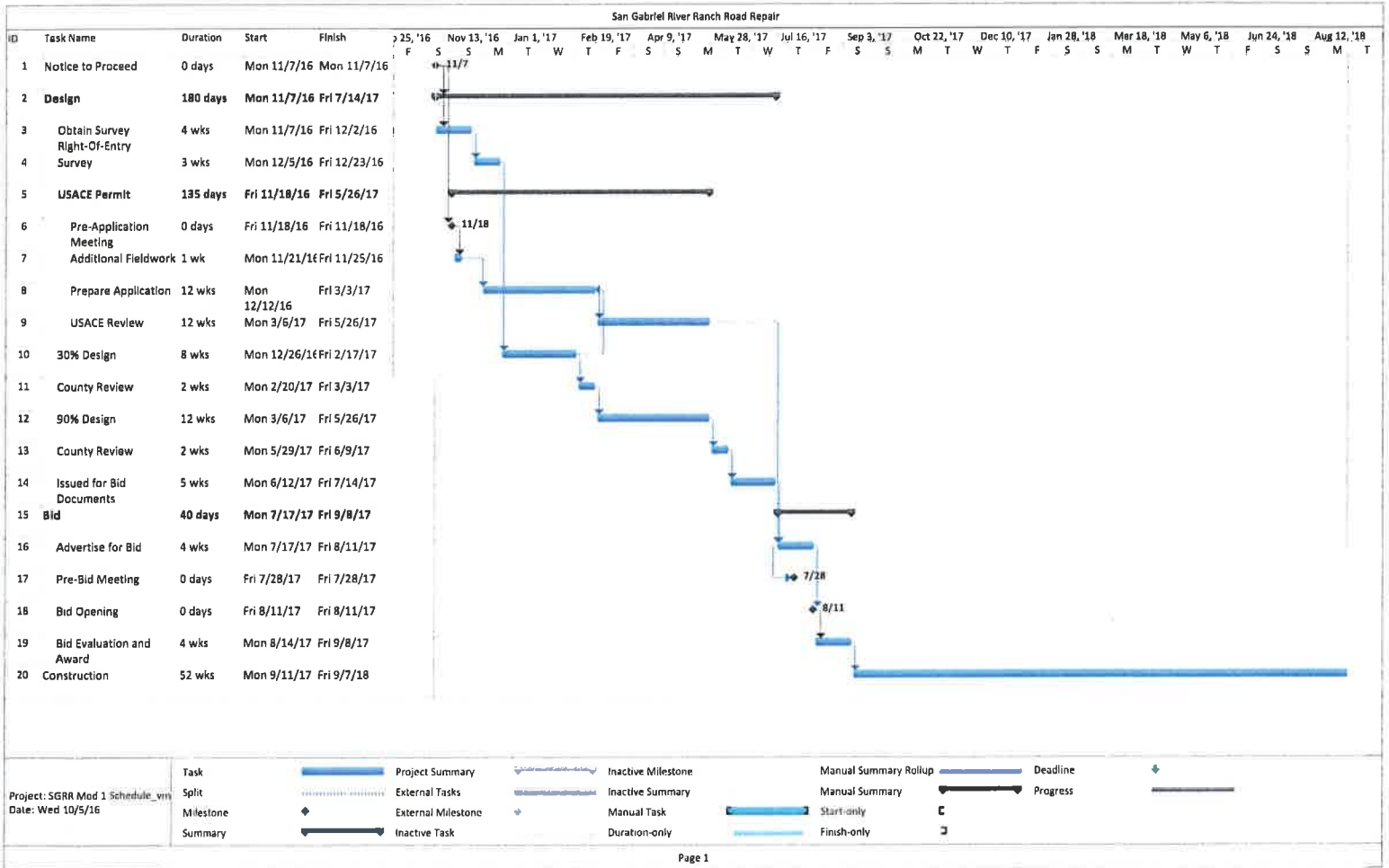
C. RESPONSIBILITIES OF COUNTY

COUNTY shall perform the following in a timely manner so as not to delay the services of FNI:

1. Obtain Right-Of-Entry or perform public notifications as needed to conduct survey services, geotechnical investigation, and site visits.
2. Right-of-way and easement document preparation
3. Public Involvement Coordination
4. Onsite resident representation during construction
5. Quality control testing during construction

Attachment C - Work Schedule

Attached behind this page



Attachment D - Fee Schedule

Attached behind this page

Williamson County
San Gabriel Ranch Road Amendment
13-Oct-16
Detailed Cost Breakdown

Project Fee Summary		
Basic	\$	268,381
Special	\$	-
Total Project	\$	268,381

Project Role	Basic Services										Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
	Hourly Bill Rate	Professional 9	Professional 8	Professional 4	Professional 3	Professional 1	Professional 1	Corporate Project Support	CAD Technician Cost per hr	CAD Technician Cost per hr					
1 Public Involvement		4		8	4						14	\$ 2,652	\$ 119	\$ -	\$ 2,771
2 Survey						4		1	4		13	\$ 2,020	\$ 111	\$ 18,500	\$ 18,631
3 USACE Permit								1			0	\$ -	\$ -	\$ -	\$ -
Pre-Application Meeting at USACE				12	4						1	\$ 148	\$ -	\$ -	\$ 157
Additional Fieldwork				8							28	\$ 4,116	\$ 238	\$ -	\$ 4,354
Waters of the U.S. Delineation Report						12					38	\$ 4,588	\$ 306	\$ -	\$ 4,894
Federally-listed Species Habitat Evaluation Report											80	\$ 10,078	\$ 680	\$ -	\$ 10,758
Cultural Resource Assessment				4	4						32	\$ 4,048	\$ 272	\$ -	\$ 4,320
Functional Assessment/Mitigation Plan						8					8	\$ 1,248	\$ 68	\$ -	\$ 1,316
Permit Submittal				30	12						127	\$ 16,817	\$ 1,080	\$ -	\$ 17,897
4 SWPPP		4			24	4			6		24	\$ 3,232	\$ 204	\$ -	\$ 3,436
6 Williamson County Floodplain Development Permit				2		1		1	1		0	\$ -	\$ -	\$ -	\$ -
6 Sediment Evaluation											0	\$ -	\$ -	\$ -	\$ -
Obtain Samples						24					24	\$ -	\$ -	\$ -	\$ -
Laboratory Testing and Analysis		12		30							42	\$ 8,220	\$ 357	\$ 5,840	\$ 14,417
7 Utility Coordination				4		24					0	\$ -	\$ -	\$ -	\$ -
8 Channel Design											28	\$ 4,300	\$ 238	\$ -	\$ 4,538
Erosion Analysis		3		8	32	44		1			0	\$ -	\$ -	\$ -	\$ -
Slope Stability		5	8	4	24	2					38	\$ 13,312	\$ 748	\$ -	\$ 14,060
9 Letter of Map Revision											43	\$ 7,802	\$ 366	\$ -	\$ 8,168
Obtain FEMA Backup Data					2						0	\$ -	\$ -	\$ -	\$ -
Incorporate FEMA data into hydrologic model				1	2						2	\$ 312	\$ 17	\$ -	\$ 329
Develop hydraulic model and determine floodplain					4						3	\$ 490	\$ 26	\$ -	\$ 516
Complete existing conditions hydraulic model					4						4	\$ 624	\$ 34	\$ -	\$ 658
Update models to incorporate dam removal				1	4						5	\$ 802	\$ 43	\$ -	\$ 845
Complete proposed conditions hydraulic model					16						18	\$ 2,496	\$ 136	\$ -	\$ 2,632
Complete FEMA MT-2 Forms		1		2	24						27	\$ 4,340	\$ 230	\$ -	\$ 4,570
Submit LOMR to FEMA					4						4	\$ 624	\$ 264	\$ -	\$ 908
LOMR Report		4		8	24						36	\$ 6,128	\$ 306	\$ -	\$ 6,434
Address FEMA Comments		1		2	12						15	\$ 2,468	\$ 128	\$ -	\$ 2,596
Newspaper Notification					3						3	\$ 466	\$ 376	\$ -	\$ 844
10 30% Plans and Specifications		20	14	12	34	40		1	20	80	1	\$ 148	\$ 9	\$ -	\$ 157
11 80% Construction Documents		30	22	30	40	80		1	80	100	190	\$ 27,906	\$ 1,815	\$ -	\$ 29,721
12 Issued for Bid Documents		25	2	18	12	40		1	30	24	0	\$ -	\$ -	\$ -	\$ -
13 Bid Phase											363	\$ 53,268	\$ 3,086	\$ -	\$ 56,352
1 Pre-Bid Meeting											0	\$ -	\$ -	\$ -	\$ -
2 Addenda		8		8		8		1	8		150	\$ 23,860	\$ 1,275	\$ -	\$ 25,135
3 Bid Opening		2		4							0	\$ -	\$ -	\$ -	\$ -
4 Bid Evaluation		2		4							0	\$ -	\$ -	\$ -	\$ -
Total Basic Services Hours											1,495	\$ 223,727	\$ 22,314	\$ 32,340	\$ 268,381
Total Basic Services Labor Effort															

Williamson County
San Gabriel River Road Amendment
13-Oct-16
Detailed Cost Breakdown

Project Fee Summary		
Basic	\$	258,381
Special	\$	-
Total Project	\$	258,381

Phase	Task	Expenses	Tech Charge	Miles	B&W (sheet)	Color (sheet)	Banding (each)	Lg Format - Bond - B&W (sq ft)	Lg Format - Glossy/Mylar - B&W (sq ft)	Lg Format - Vinyl/Adhesive - B&W (sq ft)	Lg Format - Bond - Color (sq ft)	Lg Format - Glossy/Mylar - Color (sq ft)	Lg Format - Vinyl/Adhesive - Color (sq ft)	Other	Total Exp Effort
1	Public Involvement		14												\$ 119
2	Survey		13												\$ 111
3	USACE Permit		1												\$ -
	Pre-Application Meeting at USACE		28												\$ 238
	Additional Fieldwork		36												\$ 306
	Waters of the U.S. Delineation Report		80												\$ 680
	Federally-listed Species Habitat Evaluation Report		32												\$ 272
	Cultural Resource Assessment		8												\$ 68
	Functional Assessment/Mitigation Plan		127												\$ 1,080
	Permit Submittal		24												\$ 204
4	SWPPP		36												\$ 323
			0												\$ -
5	Williamson County Floodplain Development Permit		5												\$ 43
			0												\$ -
6	Sediment Evaluation		0												\$ -
	Obtain Samples		24												\$ 204
	Laboratory Testing and Analysis		42												\$ 357
			0												\$ -
7	Utility Coordination		28												\$ 238
			0												\$ -
8	Channel Design		0												\$ -
	Erosion Analysis		88												\$ 748
	Slope Stability		43												\$ 368
			0												\$ -
9	Letter of Map Revision		0												\$ -
	Obtain FEMA Backup Data		2												\$ 17
	Incorporate FEMA data into hydrologic model		3												\$ 28
	Develop hydraulic model and determine floodplain		4												\$ 34
	Complete existing conditions hydraulic model		4												\$ 34
			0												\$ -
	Update models to incorporate dam removal		5												\$ 43
	Complete proposed conditions hydraulic model		16												\$ 138
	Complete FEMA MT-2 Forms		27												\$ 230
	Submit LOMR to FEMA		4											9250	\$ 9,284
	LOMR Report		36												\$ 306
	Address FEMA Comments		15												\$ 128
	Newspaper Notification		3											350	\$ 378
			1												\$ 9
10	30% Plans and Specifications		190												\$ 1,615
			0												\$ -
			0												\$ -
11	90% Construction Documents		363												\$ 3,066
12	Issued for Bid Documents		150												\$ 1,275
			0												\$ -
			0												\$ -
13	Bid Phase		0												\$ -
Bid	1 Pre-Bid Meeting		0												\$ -
Bid	2 Addenda		29												\$ 247
Bid	3 Bid Opening		6												\$ 51
Bid	4 Bid Evaluation		6												\$ 51
Total Basic Services Items			1,495												9,600
Total Basic Services Expenses Effort			\$ 12,798	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,600
															\$ 22,314

Freese and Nichols, Inc.

Williamson County
San Gabriel Ranch Road Amendment
13-Oct-16

Project Fee Summary	
Basic	\$ 268,381
Special	\$ -
Total Project	\$ 268,381

Detailed Cost Breakdown

Phase	Task	Subconsultants	Gorrodona	Xenco	TRI	0	0	0	0	0	0	0	0	0	0	Total Sub Effort
1	Public Involvement															\$ -
2	Survey		16,500													\$ 16,500
3	USACE Permit		0													\$ -
	Pre-Application Meeting at USACE															\$ -
	Additional Fieldwork															\$ -
	Waters of the U.S. Delineation Report															\$ -
	Federally-listed Species Habitat Evaluation Report															\$ -
	Cultural Resource Assessment															\$ -
	Functional Assessment/Mitigation Plan															\$ -
	Permit Submittal															\$ -
4	SWPPP															\$ -
5	Williamson County Floodplain Development Permit															\$ -
6	Sediment Evaluation															\$ -
	Obtain Samples															\$ -
	Laboratory Testing and Analysis		4,800	1,040												\$ 5,840
7	Utility Coordination															\$ -
8	Channel Design															\$ -
	Erosion Analysis															\$ -
	Slope Stability															\$ -
9	Letter of Map Revision															\$ -
	Obtain FEMA Backup Data															\$ -
	Incorporate FEMA data into hydrologic model															\$ -
	Develop hydraulic model and determine floodplain															\$ -
	Complete existing conditions hydraulic model															\$ -
	Update models to incorporate dam removal															\$ -
	Complete proposed conditions hydraulic model															\$ -
	Complete FEMA MT-2 Forms															\$ -
	Submit LOMR to FEMA															\$ -
	LOMR Report															\$ -
	Address FEMA Comments															\$ -
	Newspaper Notification															\$ -
10	30% Plans and Specifications															\$ -
11	90% Construction Documents															\$ -
12	Issued for Bid Documents															\$ -
13	Bid Phase															\$ -
Bid	1 Pre-Bid Meeting															\$ -
Bid	2 Addenda															\$ -
Bid	3 Bid Opening															\$ -
Bid	4 Bid Evaluation															\$ -
Total Basic Services Subconsultants Cost			\$ 16,500	\$ 4,800	\$ 1,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Basic Services Subconsultants Effort			\$ 16,500	\$ 4,800	\$ 1,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,340

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 1**

WILLIAMSON COUNTY PROJECT: Engineering Design Services for the repair of San Gabriel Ranch Road

This Supplemental Work Authorization No. 1 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated April 07, 2016 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Freese and Nichols, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective April 12, 2016 (the "Work Authorization");

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

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

AGREEMENT

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

- I. The Services to be Provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed and modified as shown in the attached revised Attachment "B" (must be attached).
- II. The Work Authorization shall terminate on October 30, 2017. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
- III. The maximum amount payable for services under the Work Authorization is hereby increased from \$265,143.00 to \$533,524.00. The revised Work Schedule is attached hereto as Attachment "D" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Engineer understands and agrees that County's payment of amounts under this Supplemental 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 the Supplemental Work Authorization. It is further understood and agreed by Engineer that County

shall have the right to terminate this Supplemental Work Authorization 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.

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

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

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

EXECUTED this ____ day of _____, 20 ____.

ENGINEER:

By: _____

Signature

Code Crockett

Printed Name

Vice President

Title

11/1/2016

Date

COUNTY:

By: _____

Signature

Dan Gattis

Printed Name

County Judge

Title

Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment B - Services to be Provided by Engineer

Attached behind this page

Freese and Nichols, Inc.
San Gabriel Ranch Road
Final Design
Work Authorization 1 Supplemental No. 1

Project Description

This Supplemental is a result of an alternative evaluation study performed by Freese and Nichols to assist Williamson County in deciding how to address the concerns at San Gabriel River Ranch Road Dam, including hydraulic inadequacy, auxiliary spillway erosion, and undermining of the county road. Because of that study, Williamson County has decided to remove the dam and create a new channel along the original creek alignment and construct a two-lane bridge over the new channel. This Supplemental includes preparation of plans and specifications for the dam removal, channel restoration, and bridge construction. It also includes environmental permit coordination with U.S. Army Corps of Engineers. Informal conversations with USACE suggest that an Individual Permit (with mitigation) may be required.

- A. Delete the stricken text in Work Authorization 1 Attachment B, and replace with the following:**

DESIGN

1. Public Involvement
 - a. Attend one (1) public meeting to inform area residents of concept
 - b. Prepare draft posters (total of 3 posters) for public meeting for County review.
 - c. Address County's comments and prepare final posters (total of 3 posters).
2. Perform additional survey
 - a. 1-ft topo of the dam embankment, and 400-feet of creek channel downstream from the dam.
 - b. Two channel cross sections downstream of the topo area.
 - c. Five channel cross sections upstream of the dam.
 - d. Tree survey
3. US Army Corps of Engineers (USACE) Permit
 - a. Coordinate and Attend a Pre-Application Meeting with USACE to identify and confirm permitting approach and requirements.
 - b. Perform additional fieldwork to supplement initial field visit to delineate regulated waters, identify wildlife habitat and potential cultural resources.
 - c. Prepare Waters of the U.S. Delineation Report.
 - d. Prepare Federally-listed Species Habitat Evaluation Report.
 - e. Prepare Cultural Resources Assessment.
 - f. Develop functional assessment/mitigation plan.
 - g. Develop and submit a pre-construction notification (PCN) to USACE.

4. Stormwater Pollution Prevention Plan
 - a. Develop a reference storm water pollution prevention plan (SWPPP) for construction to be executed by the project's Primary Operator (Contractor). The SWPPP is to help reduce the release of sediment and pollution from the construction site in accordance with the Texas Commission on Environmental Quality (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) general permit for storm water runoff from construction activity (TXR150000).
5. Williamson County Floodplain Development Permit
 - a. Prepare and submit a development permit to Williamson County.
6. Sediment Evaluation (If requested by resource agencies during permitting)
 - a. Obtain eight sediment samples from the surface of the lake bottom. It is assumed that FNI will be able to utilize a boat on the lake for purposes of sediment sampling.
 - b. Perform laboratory analysis for identified potential chemicals of concerns (COCs) including:
 - i. heavy metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) by EPA Method 6020.
 - ii. chlorinated herbicides by EPA Method 8151
 - iii. organochlorine pesticides by EPA Method 8081
 - iv. organophosphate pesticides by EPA Method 8141A
 - v. VOCs by SW-846 8260B
7. Utilities
 - a. Coordinate utility relocation with utility companies. It is assumed that the utilities will remain in similar horizontal alignment as they currently do and will be supported vertically by the bridge.
8. Channel Design
 - a. Perform gradation testing on up to eight sediment samples
 - b. Evaluate channel stability to erosion for normal and flood flows
 - c. Perform slope stability analysis of the proposed channel slopes
9. Letter of Map Revision
 - a. Study Area: The hydrologic study area will include the approximately 5.5 square mile drainage basin upstream from San Gabriel River Ranch Dam. The hydraulic model study area will begin at Lackey Creek Road and end at the confluence of Lackey Creek and North Fork San Gabriel River.
 - b. Obtain FEMA effective model and backup data for Clearwater Ranch.
 - c. Obtain FEMA backup data for the zone A mapping of Lackey Creek and the North Fork San Gabriel River, if available.
 - d. Incorporate Clearwater Ranch FEMA data into conceptual design phase hydrologic model.
 - e. Develop an existing condition hydraulic model and determine floodplain limits across the study area.

- f. Based upon the above data, complete existing conditions hydraulic model and include:
 - i. Cross Section Plots
 - ii. Floodplain Delineation
 - iii. HEC-RAS Computer Models
- g. Modify existing condition hydrologic and hydraulic models as necessary to develop a proposed hydraulic model of the revised conditions through the site.
- h. Determine proposed floodplain and identify project impacts.
- i. Based on the above data complete:
 - i. Water Surface Profile Plots
 - ii. Cross Section Plots
 - iii. Floodplain Delineation
 - iv. Project impacts
 - v. Computer printouts of hydraulic models
- j. Complete necessary FEMA MT-2 forms for inclusion in submittal.
- k. Submit LOMR to FEMA and pay applicable review fees.
- l. Prepare one digital copy of the report (FEMA, Community, and client) explaining the methodologies and results of the study and containing appropriate charts, graphs, plots, exhibits to describe the study.
- m. Provide necessary coordination with FEMA and the Community to provide technical information in support of the report. FNI will revise/respond to two rounds of FEMA comments.
- n. Prepare newspaper notification advertisement of map change
 - i. Identify adversely impacted properties from flood study.
 - ii. Research property ownership obtaining names and addresses of adversely impacted properties.
 - iii. Coordinate with the community to develop a newspaper notification ad to run in the local newspaper.
 - iv. Submit and pay for newspaper add two local papers
 - v. Supply FEMA with copies of the newspaper ad.
- 10. Prepare 30 percent review drawings of the design.
 - a. Provide proposed typical section and cross sections
 - b. Provide proposed plan and profile sketches
 - c. Provide proposed drainage feature sketches
 - d. Provide table of contents for technical specifications
 - e. Provide opinion of probable construction cost
 - f. Attend one meeting with Williamson County staff to discuss comments
- 11. Prepare 90% set of construction documents
 - a. Finalize
 - 1. Roadway grades and cross sections
 - 2. Grading plans
 - 3. Roadway details
 - 4. Detailing of all drainage structures

- 5. Environmental Controls
- 6. Attend one meeting with Williamson County staff to discuss comments
- b. Provide complete set of draft specifications
- c. Update opinion of probable construction cost
- d. Submit plans and specifications to TCEQ Dam Safety
- 12. Develop final plans and specifications for bidding that incorporate County's latest comments
- 13. Submit Issued for Bid plans and specifications to County and TCEQ Dam Safety
- 14. Update OPCC to accompany Issued for Bid set

Deliverables

- a. 30% Plans, specification outline, Opinion of Probable Construction Cost
- b. 90% Plans, Specifications, SWPPP, and Opinion of Probable Construction Cost
- c. Issued-For-Bid Plans, Specifications, SWPPP, and Opinion of Probable Construction Cost
- d. Design memorandum
- e. FEMA Letter of Map Revision Submittal
- f. USACE 404 Pre-Construction Notification

B. The Compensation and Expenses under the PSA shall be adjusted as follows:

Original Work Authorization Compensation Cap	\$265,143
<u>Proposed Additional Effort</u>	<u>+\$268,381</u>
Revised Compensation Cap	\$533,524

Attachment B - Services to be Provided by Engineer

A. DESIGN PHASE

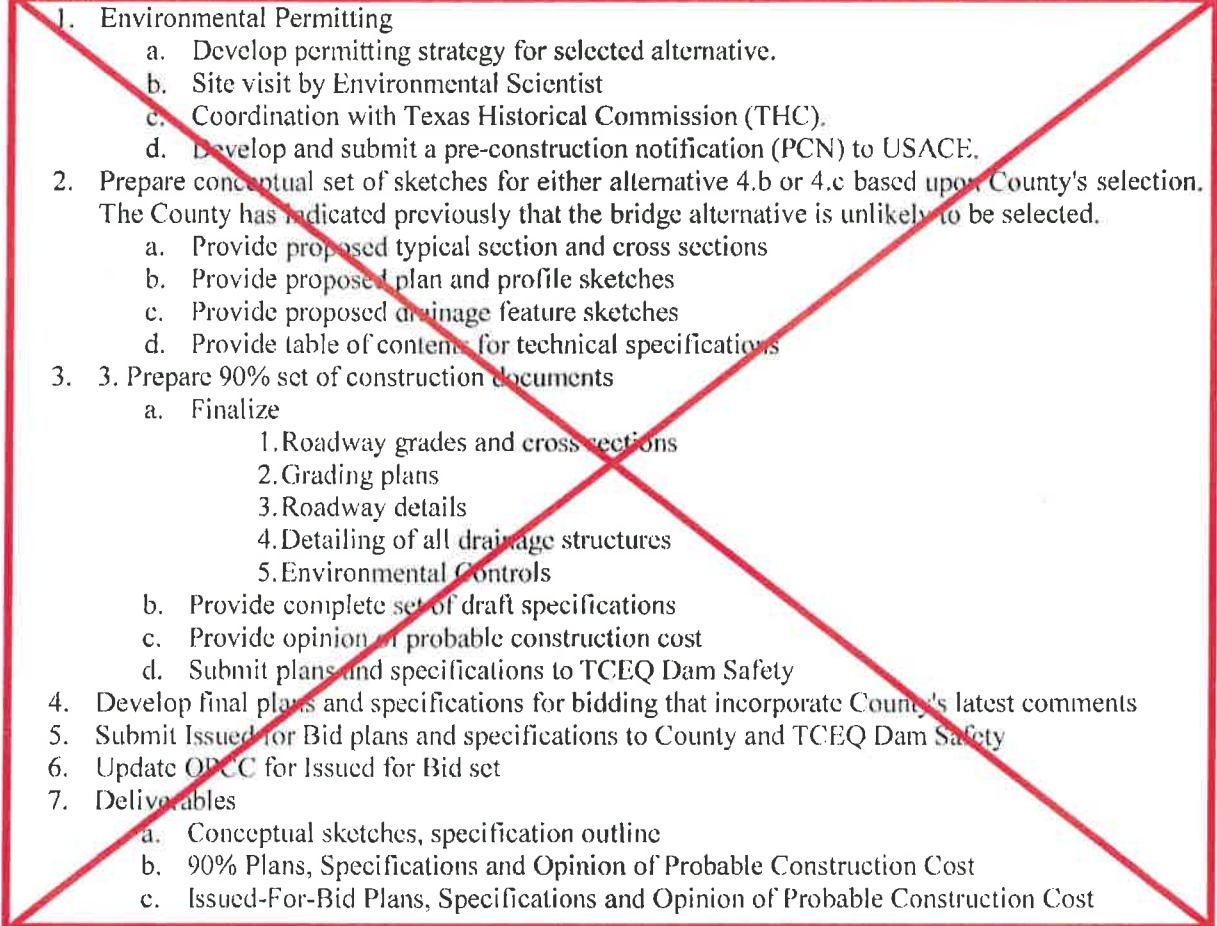
Evaluation and Schematic Design

1. Perform survey
 - a. Roadway profile and select cross sections of embankment
 - b. Flow line elevations for existing pipes and channel
 - c. Pond cross sections to determine storage capacity
 - d. 1-ft topo of the spillway approach channel
 - e. 1-ft topo of the river channel from the roadway to 100-feet downstream
2. Perform geotechnical investigation
 - a. Perform four borings
 - b. Provide geotechnical witness logging of soil strata and characterizations
 - c. Perform geological reconnaissance of soil and bedrock exposures in the Lackey Creek channel between the spillway and its confluence with the North Fork San Gabriel River
 - d. Perform basic soil tests (Atterberg limits, minus 200, moisture contents) and penetrometer tests as appropriate
 - e. Perform preliminary evaluation of dam embankment stability of existing dam in accordance with TCEQ Dam Safety Guidelines for steady-state and rapid drawdown loading conditions.
3. Perform hydrologic and hydraulic (H&H) analyses in accordance with TCEQ Dam Safety Guidelines and City of Austin Drainage Criteria Manual.
 - a. Evaluate drainage area and runoff characteristics for existing and ultimate development
 - b. Develop stage-storage-discharge rating curves to represent existing dam conditions
 - c. Develop peak reservoir stage, storage and discharge for 2 to 100-year recurrence intervals
 - d. Develop peak reservoir stage, storage and discharge for 75% PMF
4. Develop schematic design for three alternative repair concepts as follows:
 - a. Removing embankment at approximate location of original Lackey Creek stream channel and installation of bridge crossing Lackey Creek while keeping same roadway alignment.
 - b. Leaving dam hydraulics and roadway alignment unchanged, replace the principal spillway corrugated metal pipe, re-laying the existing concrete pipe, and providing channel and slope armoring at outfall of the present emergency spillway concrete pipes.
 - c. Removing the existing emergency spillway concrete pipes and installation of an emergency spillway structure to pass flows under the roadway and into a drop structure at the outfall, including armoring the outfall area as needed, replacing the principal spillway corrugated metal pipe. Evaluate and address seepage control and erosion along the embankment interface. Keep roadway elevations unchanged.
5. Evaluate the following for each alternative:
 - a. Peak reservoir stage, storage and discharge for 2-100-year recurrence intervals
 - b. Peak reservoir stage, storage and discharge for 75% PMF
 - c. Increased water levels in Lackey Creek from San Gabriel Ranch Road to confluence with San Gabriel River.
 - d. Opinion of probable construction costs
 - e. Permit requirements
6. Provide documentation of proposed alternatives
 - a. Document geotechnical results in Technical Memorandum
 - b. Document H&H results in Technical Memorandum
 - c. Summarize results of alternative analysis in Summary Report
 - d. Attend up to two (2) meetings with Williamson County staff to present results
 - e. Attend one (1) public meeting to inform area residents of concepts

7. Deliverables

- a. Geotechnical Results Technical Memorandum
- b. Hydrology and Hydraulics Technical Memorandum
- c. Alternative Summary Report
- d. Posters for public meeting

Design

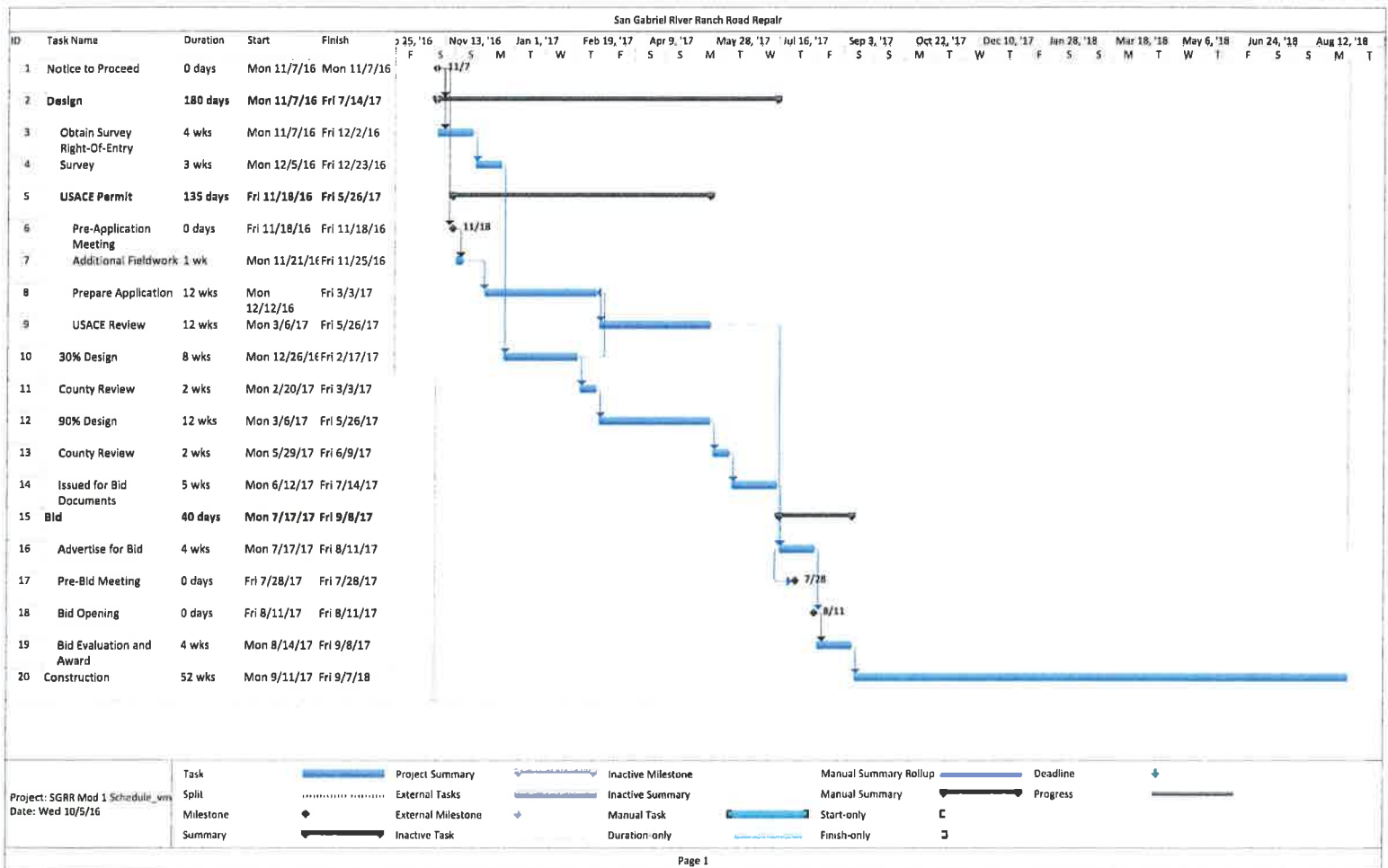
- 
- 1. Environmental Permitting
 - a. Develop permitting strategy for selected alternative.
 - b. Site visit by Environmental Scientist
 - c. Coordination with Texas Historical Commission (THC).
 - d. Develop and submit a pre-construction notification (PCN) to USACE.
 - 2. Prepare conceptual set of sketches for either alternative 4.b or 4.c based upon County's selection. The County has indicated previously that the bridge alternative is unlikely to be selected.
 - a. Provide proposed typical section and cross sections
 - b. Provide proposed plan and profile sketches
 - c. Provide proposed drainage feature sketches
 - d. Provide table of contents for technical specifications
 - 3. Prepare 90% set of construction documents
 - a. Finalize
 - 1. Roadway grades and cross sections
 - 2. Grading plans
 - 3. Roadway details
 - 4. Detailing of all drainage structures
 - 5. Environmental Controls
 - b. Provide complete set of draft specifications
 - c. Provide opinion of probable construction cost
 - d. Submit plans and specifications to TCEQ Dam Safety
 - 4. Develop final plans and specifications for bidding that incorporate County's latest comments
 - 5. Submit Issued-for-Bid plans and specifications to County and TCEQ Dam Safety
 - 6. Update OFCC for Issued-for-Bid set
 - 7. Deliverables
 - a. Conceptual sketches, specification outline
 - b. 90% Plans, Specifications and Opinion of Probable Construction Cost
 - c. Issued-For-Bid Plans, Specifications and Opinion of Probable Construction Cost

Bid Phase

- 1. Attend Pre-Bid Meeting
- 2. Prepare any necessary addenda
- 3. Attend Bid Opening
- 4. Assist County with bid evaluations

Attachment C - Work Schedule

Attached behind this page



Attachment D - Fee Schedule

Attached behind this page

Williamson County
San Gabriel Ranch Road Amendment
13-Oct-16
Detailed Cost Breakdown

Project Fee Summary	
Basic	\$ 268,381
Special	\$ -
Total Project	\$ 268,381

Basic Services													Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Project Role	Professional 5	Professional 6	Professional 4	Professional 3	Professional 2	Professional 1	Corporate Project Support	GAD Technician/Design 3	GAD Technician/Design 1								
Hourly Bill Rate	\$240.00	\$209.00	\$178.00	\$150.00	\$137.00	\$113.00	\$148.00	\$153.00	\$96.00	\$0.00	\$0.00	\$0.00					
1 Public Involvement Survey	4		8	4				4					14	\$ 2,652	\$ 119	\$ -	\$ 2,771
2			4		4								13	\$ 2,020	\$ 111	\$ 16,500	\$ 18,631
3 USACE Permit							1						0	\$ -	\$ -	\$ -	\$ -
Pre-Application Meeting at USACE			12	4		12							28	\$ 4,116	\$ 238	\$ -	\$ 4,354
Additional Fieldwork			8			28							36	\$ 4,588	\$ 306	\$ -	\$ 4,894
Waters of the U.S. Delineation Report			8	12		80							80	\$ 10,078	\$ 680	\$ -	\$ 10,756
Federally-Related Species Habitat Evaluation Report			4	4		24							32	\$ 4,048	\$ 272	\$ -	\$ 4,320
Cultural Resource Assessment				8									8	\$ 1,248	\$ 68	\$ -	\$ 1,316
Functional Assessment/Mitigation Plan			30	12		85							127	\$ 16,817	\$ 1,080	\$ -	\$ 17,897
Permit Submittal			8			18							24	\$ 3,232	\$ 204	\$ -	\$ 3,436
4 SWPPP	4			24	4			6					38	\$ 8,170	\$ 323	\$ -	\$ 8,493
5 Williamson County Floodplain Development Permit			2		1		1	1					5	\$ 794	\$ 43	\$ -	\$ 837
6 Sediment Evaluation													0	\$ -	\$ -	\$ -	\$ -
Obtain Samples						24							0	\$ -	\$ -	\$ -	\$ -
Laboratory Testing and Analysis	12		30										24	\$ 2,712	\$ 204	\$ -	\$ 2,916
7 Utility Coordination			4		24								42	\$ 8,220	\$ 357	\$ 9,840	\$ 14,417
8 Channel Design													0	\$ -	\$ -	\$ -	\$ -
Erosion Analysis	3		8	32	44								28	\$ 4,008	\$ 238	\$ -	\$ 4,238
Slope Stability	5	8	4	24	2								0	\$ -	\$ -	\$ -	\$ -
9 Letter of Map Revision													0	\$ -	\$ -	\$ -	\$ -
Obtain FEMA Backup Data				2									2	\$ 312	\$ 17	\$ -	\$ 329
Incorporate FEMA data into hydrologic model			1	2									3	\$ 490	\$ 26	\$ -	\$ 516
Develop hydraulic model and determine floodplain				4									4	\$ 624	\$ 34	\$ -	\$ 658
Complete existing conditions hydraulic model				4									4	\$ 624	\$ 34	\$ -	\$ 658
Update models to incorporate dam removal			1	4									5	\$ 802	\$ 43	\$ -	\$ 845
Complete proposed conditions hydraulic model				18									18	\$ 2,496	\$ 136	\$ -	\$ 2,632
Complete FEMA MT-2 Forms				24									27	\$ 4,340	\$ 230	\$ -	\$ 4,570
Submit LOMR to FEMA	1		2	4									4	\$ 624	\$ 9,284	\$ -	\$ 9,908
LOMR Report	4		8	24									36	\$ 8,128	\$ 306	\$ -	\$ 8,434
Address FEMA Comments	1		2	12									15	\$ 2,468	\$ 128	\$ -	\$ 2,596
Newspaper Notification				3									3	\$ 468	\$ 378	\$ -	\$ 844
10 30% Plans and Specifications	20	14	12	24	40		1	20	80				190	\$ 27,908	\$ 1,815	\$ -	\$ 29,521
11 90% Construction Documents	30	22	30	40	80		1	80	100				0	\$ -	\$ -	\$ -	\$ -
12 Issued for Bid Documents	25	2	16	12	40		1	30	24				363	\$ 53,266	\$ 3,086	\$ -	\$ 56,352
13 Bid Phase													0	\$ -	\$ -	\$ -	\$ -
1 Pre-Bid Meeting							1	6					0	\$ -	\$ -	\$ -	\$ -
2 Addenda	8		8		6								29	\$ 5,232	\$ 247	\$ -	\$ 5,479
3 Bid Opening	2		4										8	\$ 1,192	\$ 51	\$ -	\$ 1,243
4 Bid Evaluation	2		4										6	\$ 1,192	\$ 51	\$ -	\$ 1,243
													0	\$ -	\$ -	\$ -	\$ -
Total Basic Services Hours	121	46	216	299	245	249	8	127	184	0	0	0	1,495	\$ 223,727	\$ 22,314	\$ 22,348	\$ 268,381
Total Basic Services Labor Effort	\$ 29,040	\$ 9,614	\$ 38,448	\$ 46,644	\$ 33,565	\$ 28,137	\$ 1,184	\$ 19,431	\$ 17,664	\$ -	\$ -	\$ -					

Williamson County
San Gabriel Ranch Road Amendment
13-Oct-16
Detailed Cost Breakdown

Project Fee Summary		
Basic	\$	258,381
Special	\$	-
Total Project	\$	258,381

Phase	Task	Expenses	Tech Charge	Miles	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq ft)	Lg Format - Glossy/Myl or - B&W (sq ft)	Lg Format - Vinyl/Adhesive - B&W (sq ft)	Lg Format - Bond - Color (sq ft)	Lg Format - Glossy/Myl or - Color (sq ft)	Lg Format - Vinyl/Adhesive - Color (sq ft)	Other	Total Exp Effort
1	Public Involvement		14												\$ 179
2	Survey		13												\$ 111
3	USACE Permit		1												\$ -
	Pre-Application Meeting at USACE		26												\$ 238
	Additional Fieldwork		36												\$ 306
	Waters of the U.S. Delineation Report		80												\$ 680
	Federally-Listed Species Habitat Evaluation Report		32												\$ 272
	Cultural Resource Assessment		8												\$ 68
	Functional Assessment/Mitigation Plan		127												\$ 1,080
	Permit Submittal		24												\$ 204
4	SWPPP		0												\$ -
			38												\$ 323
5	Williamson County Floodplain Development Permit		0												\$ -
			5												\$ 43
	Sediment Evaluation		0												\$ -
	Obtain Samples		24												\$ 204
	Laboratory Testing and Analysis		42												\$ 357
			0												\$ -
7	Utility Coordination		26												\$ 236
			0												\$ -
8	Channel Design		0												\$ -
	Erosion Analysis		68												\$ 748
	Slope Stability		43												\$ 366
			0												\$ -
9	Letter of Map Revision		0												\$ -
	Obtain FEMA Backup Data		2												\$ 17
	Incorporate FEMA data into hydrologic model		3												\$ 26
	Develop hydraulic model and determine floodplain		4												\$ 34
	Complete existing conditions hydraulic model		4												\$ 34
			0												\$ -
	Update models to incorporate dam removal		5												\$ 43
	Complete proposed conditions hydraulic model		16												\$ 136
	Complete FEMA MT-2 Forms		27												\$ 230
	Submit LOMR to FEMA		4											9250	\$ 9,284
	LOMR Report		36												\$ 306
	Address FEMA Comments		15												\$ 126
	Newspaper Notification		3											350	\$ 376
			1												\$ 9
10	30% Plans and Specifications		190												\$ 1,615
			0												\$ -
			0												\$ -
11	90% Construction Documents		363												\$ 3,086
			0												\$ -
12	Issued for Bid Documents		150												\$ 1,275
			0												\$ -
13	Bid Phase		0												\$ -
Bid	1 Pre-Bid Meeting		0												\$ -
Bid	2 Aukenda		29												\$ 247
Bid	3 Bid Opening		0												\$ 51
Bid	4 Bid Evaluation		0												\$ 51
Total Basic Services Items			1,495												9,600
Total Basic Services Expenses Effort			\$ 12,708	\$	-	\$	-	\$	-	\$	-	\$	-	\$	9,500
															\$ 22,314

Freese and Nichols, Inc.

Williamson County
San Gabriel Ranch Road Amendment
13-Oct-16
Detailed Cost Breakdown

Project Fee Summary	
Basic	\$ 268,381
Special	\$ -
Total Project	\$ 268,381

Phase	Task	Subconsultants	Gomondona	Xenco	TRI	0	0	0	0	0	0	0	0	0	0	0	Total Sub Effort
1	Public Involvement																\$ -
2	Survey		16,500														\$ 16,500
3	USACE Permit	0															\$ -
	Pre-Application Meeting at USACE																\$ -
	Additional Fieldwork																\$ -
	Waters of the U.S. Delineation Report																\$ -
	Federally-listed Species Habitat Evaluation Report																\$ -
	Cultural Resource Assessment																\$ -
	Functional Assessment/Mitigation Plan																\$ -
	Permit Submittal																\$ -
4	SWPPP																\$ -
5	Williamson County Floodplain Development Permit																\$ -
6	Sediment Evaluation																\$ -
	Obtain Samples																\$ -
	Laboratory Testing and Analysis			4,800	1,040												\$ 5,840
7	Utility Coordination																\$ -
8	Channel Design																\$ -
	Erosion Analysis																\$ -
	Slope Stability																\$ -
9	Letter of Map Revision																\$ -
	Obtain FEMA Backup Data																\$ -
	Incorporate FEMA data into hydrologic model																\$ -
	Develop hydraulic model and determine floodplain																\$ -
	Complete existing conditions hydraulic model																\$ -
	Update models to incorporate dam removal																\$ -
	Complete proposed conditions hydraulic model																\$ -
	Complete FEMA MT-2 Forms																\$ -
	Submit LOMR to FEMA																\$ -
	LOMR Report																\$ -
	Address FEMA Comments																\$ -
	Newspaper Notification																\$ -
10	30% Plans and Specifications																\$ -
11	90% Construction Documents																\$ -
12	Issued for Bid Documents																\$ -
13	Bid Phase																\$ -
Bid	1 Pre-Bid Meeting																\$ -
Bid	2 Addenda																\$ -
Bid	3 Bid Opening																\$ -
Bid	4 Bid Evaluation																\$ -
Total Basic Services Subconsultants Cost			\$ 16,500	\$ 4,800	\$ 1,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Basic Services Subconsultants Effort			\$ 16,500	\$ 4,800	\$ 1,040	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,340

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Freese and Nichols, Inc.
Fort Worth, TX United States

Certificate Number:

2016-131336

Date Filed:

11/01/2016

Date Acknowledged:

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

Williamson County

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.

San Gabriel River Ranch Rd
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Payne, Jeff	Frisco, TX United States	X	
	Coltharp, Brian	Fort Worth, TX United States	X	
	Milrany, Cindy	Fort Worth, TX United States	X	
	Herchert, Robert	Fort Worth, TX United States	X	
	New, John	San Antonio, TX United States	X	
	Pence, Bob	Fort Worth, TX United States	X	
	Nichols, Mike	Fort Worth, TX United States	X	
	Gooch, Tom	Fort Worth, TX United States	X	
	Hatley, Tricia	Oklahoma City, OK United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

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



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Will Allanach, this the 1st day of November, 2016, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Susanne M. Johnson
Printed name of officer administering oath

Notary
Title of officer administering oath

Commissioners Court - Regular Session**29.****Meeting Date:** 11/08/2016

Approve expenditures for water leak repair and mixing valve installations at the Jail House

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 approving expenditures to make repairs to a water leak at the Jail House in the boiler room, as well as needed repairs to valves. Repairs to be completed per proposal from Mtech in the amount of \$16,750.00, under TXMAS-15-03FAC01.

Background

MTech to replace 10 feet of copper line to repair leak in boiler room, as well as to install additional thermostat on second boiler, and install additional valves needed to ensure proper working condition of boiler systems, per proposal # 2016-11876 from MTech under TXMAS contract # TXMAS-15-03FAC0.1. Total amount of repairs \$16,750.00.

Fiscal Impact

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

AttachmentsJail boiler repairs

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Teri Jeffries

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 07:56 AM

REQ 110238



Proposal

[Phone: 512.929.7090 | 1720 Royston Lane, Round Rock, TX 78664 | TACLA021308C | TACLA0020760C | M-18971 | TECL 29725]

Date: October 6, 2016

Proposal Number: 2016-11876

TXMAS-15-03FAC01

Customer: Williamson County

Attention: Toby Bonnet

Location: Williamson Jail House
306 W 4th Street
Georgetown, TX

Email: tbonnet@wilco.org
Phone: 512-654-1495

Project Name: Water Leak Repair and Mixing Valve Install

Scope of Work:

- Mtech will replace approximately 10' of 4" copper to repair a leak on a 4" 90 in boiler room
- WE WILL ISOLATE LINE AT BUTTERFLY VALVES, CUT OUT A SECTION BEFORE HANGERS AND INSTALL TWO PRO PRESS COUPLINGS AND A NEW PRO PRESS 90
- This price also includes an additional thermostat for the second boiler
- We will install (owner provided) 2" Leonard valve with bypass
- This is a high low flow system has to be installed to the manufacturer spec with balancing valves
- Once it installed we have to set the valve in both low flow and high flow solutions
- To check low flow we will probably have to do that after hours when low flow conditions exist

Includes:

- Tstat, valves, pipes, fittings and labor
- Some of the labor is built in for after hours

Exclusions: Existing condition of pipe and valves

Quoted Price **\$16,750.00 (excluding tax)**

Prepared by:

Paul Wilson

Email: paul.wilson@csusa.us

Phone: 512-680-2878

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Mtech
Round Rock, TX United States

Certificate Number:
2016-130635

Date Filed:
10/31/2016

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

Williamson County

Date Acknowledged:

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

2016-11876
Water Leak Repair and Mixing Valve Install at Jail House

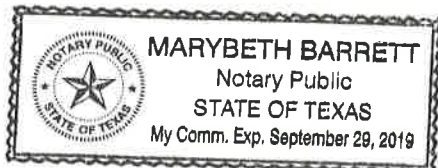
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Jennifer Hunsland
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Customer Care Mgr., this the 31st day of October, 2016, to certify which, witness my hand and seal of office.

Marybeth Barrett

Signature of officer administering oath

Printed name of officer administering oath

A/R Specialist

Title of officer administering oath

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR
WATER LEAK REPAIR AND
MIXING VALVE INSTALL
(COUNTY JAIL)
(TX-MAS-15-03FAC01)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated October 6, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$16,750.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be

written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

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

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

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors

worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service

Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated October 6, 2016, which is incorporated herein as if copied in full.

IX.

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

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

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

XII.

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

XIII.

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

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

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

XVI.

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

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2016.

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER:



Authorized Signature

Commissioners Court - Regular Session**30.****Meeting Date:** 11/08/2016

Approve Renewal of Fuel Contract 1510-018

Submitted For: Max Bricka**Submitted By:** Sydney Richardson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Fuel, Contract Number 1510-018, for the same pricing, terms and conditions as the existing Contract, for the term of December 1, 2016 - November 30, 2017 with Triple S Fuel - A Division of Texas Enterprises, Inc.

Background

This is the first extension of two (2) possible, one (1) year renewal options.

Fiscal Impact

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

Attachments[Renewal Agreement](#)[Form 1295](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Sydney Richardson

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 08:17 AM



Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods	Department:	Fleet
Vendor Name:	Triple S Fuel - A Division of Texas Enterprises, Inc.		
Vendor Address:	P. O. Box 6156, Austin, Texas 78762		
Purpose/Intended Use of Product or Service (summary):			
Fuel			
P.O./Contract Number:	1510-018	Effective Date:	12/01/2016
Purchaser/Contract Specialist:	Sydney Richardson	Expiration Date:	11/30/2017
Requested By:	Ed Pospisil, Inventory Manager		
Detailed description of renewal of product and/or service.			
<ul style="list-style-type: none"> Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract. PLEASE INCLUDE THE FOLLOWING: <ul style="list-style-type: none"> - COMPLETED 1295 FORM; AND - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL. Extend Contract for the first (1st) of two (2), one (1) year renewal option periods: 			
Renewal Option Period 1		December 1, 2016 – November 30, 2017	
Initial Contract Period		December 8, 2015 – November 30, 2016	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN			
Vendor	<u>Triple S Fuel</u>	Williamson County, 710 Main St., Georgetown, TX 78626	
Name	<u>Ed LOONEY</u>	Dan A. Gattis	
Title	<u>Exec. VP</u>	Williamson County Judge	
Signature	<u>[Signature]</u>	Signature _____	
Date	<u>10-11-2016</u>	Date _____	



WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

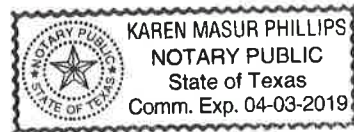
Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	1510-018
Contract Name:	Fuel
Printed Name of Person Submitting Affidavit:	Ed Looney
Name of Company:	Triple S Fuel - A Division of Texas Enterprises, Inc.
Date:	10-11, 2016
Signature of Person Submitting Affidavit:	

On this, the 11th day of October, 2016, before me a notary public, the undersigned officer, personally appeared Ed Looney, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Triple S Fuels
Pflugerville, TX United States

Certificate Number:
2016-120798

Date Filed:
10/06/2016

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

Williamson County

Date Acknowledged:

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

1510-018
Fuel

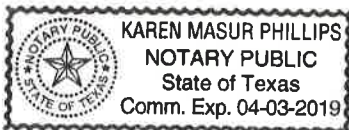
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Johnson Oil Company	Pflugerville, TX United States		X
	Triple S Fuels	Pflugerville, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

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



AFFIX NOTARY STAMP / SEAL ABOVE

Ed Looney
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Ed Looney, this the 11th day of October, 2016, to certify which, witness my hand and seal of office.

Karen Masur Phillips
Signature of officer administering oath

Karen Masur Phillips
Printed name of officer administering oath

Admin
Title of officer administering oath

Commissioners Court - Regular Session**31.****Meeting Date:** 11/08/2016

RFQ 1507-017 Construction Material Testing/Inspection for Williamson County North Campus Facilities

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFQ#1507-017, Construction Material Testing/Inspection for Williamson County North Campus Facilities with Raba Kistner, Inc. and authorizing the County Judge to execute professional services agreement.

Background

After initial evaluation of the ten (10) submitting firms, five (5) firms were interviewed. The evaluation committee is recommending this contract to be awarded to Raba Kistner, Inc., due to their roadway paving inspection experience in addition to their building inspection experience. Supporting evaluation documentation is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments[Score sheets](#)[recommendation letter](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 01:35 PM

Started On: 11/03/2016 08:49 AM

**Construction Material Testing/Inspection for Williamson County
NORTH CAMPUS FACILITIES
Evaluation
RFQ 1507-017**

Evaluation Criteria	Possible										
	Points	Alpha	Apex	Alliance	Arias	Fugro	Kleinfelder	MLA	PSI	RABA	Terracon
Earthwork sampling and testing Knowledge and Experience	25	10	15	20	15	15	20	20	20	18	10
Reinforced concrete testing & inspection Knowledge & Experience	25	10	15	20	15	15	20	20	20	18	10
Structural steel building inspection Knowledge and Experience	25	10	15	20	15	15	20	18	20	18	10
Structural steel weld inspection and testing	25	10	15	20	15	15	20	18	20	18	10
100											
TOTAL		40	60	80	60	60	80	76	80	72	40

Date: September 18, 2015






Purchasing Representatives



Voting

Evaluation Committee Members

Department

Bob Daigh

Infrastructure

Kelly Morrelli

Road and Bridge

Terron Evertson

Road and Bridge

Dale Butler

Facilities

George Mayfield

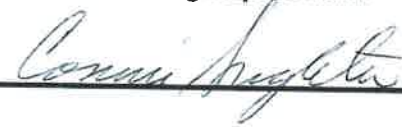
Road and Bridge

**Construction Material Testing/Inspection for Williamson County
NORTH CAMPUS
Evaluation
RFQ 1507-017**

Evaluation Criteria	Possible	Alliance	Kleinfelder	MLA	PSI	RABA
	Points					
Experience of Project Manager	30	25	20	20	25	25
Experience of Team Members	30	25	15	15	25	25
Experience of Firm on local projects	20	15	10	10	15	15
Availability & accessibility of the project manager & team	20	15	15	15	15	15
TOTAL	100	80	60	60	80	80

Date: September 24, 2015

Purchasing Representatives



Department

**Voting
Evaluation Committee Members**



Bob Daigh

Infrastructure



Kelly Morrelli

Road and Bridge



Terron Evertson

Road and Bridge



Dale Butler

Facilities



George Mayfield

Road and Bridge

Memo



TO: Contract Files

FROM: Robert B. Daigh, P.E.

DATE: September 24, 2016

SUBJ: RFQ 1507 -015 Construction Material Testing/Inspection for the Williamson County EXPO Center
RFQ 1507 -016 Construction Material Testing/Inspection for the Georgetown Annex
RFQ 1507 -017 Construction Material Testing/Inspection for the North Campus

This memo documents the decisions made by the Williamson County Evaluation Committee for the referenced projects. Evaluations were conducted for the three RFQ's on September 18, 2015 with Connie Singleton representing the Purchasing Department present. Score sheets to the evaluations are attached.

Interviews were held and evaluated on September 24, 2015 with Connie Singleton present.

The interview scoring shows Alliance, PSI and RABA tying for first place with a score of 80 out of a possible 100 points. (score sheets attached) The Interview Evaluation Committee further deliberated during the interview scoring meeting and chose Alliance to be recommended to the Commissioners Court for the Williamson County Expo Project due to their familiarity with the Taylor building officials and their history of inspecting buildings in Taylor. The Interview Evaluation Committee chose PSI to be recommended to the Commissioners Court for the Georgetown Annex for their superior multi story building inspection experience. The Interview Evaluation Committee chose RABA to be recommended to the Commissioners Court for the North Campus Project due to their roadway paving inspection experience in addition to their building inspection experience.

cc: Sarah Ramos

Commissioners Court - Regular Session**32.****Meeting Date:** 11/08/2016

MTECH replacement of 3 boilers at Justice Center

Submitted By: Kerstin Hancock, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement between Mtech and Williamson County to replace three (3) 750,000 Hydronic boilers in the Williamson County Justice Center, in the amount of \$114,750 pursuant to TXMAS contract# TXMAS-15-03FAC01.

Background

This contract is for the replacement of three (3) boilers in the Justice Center and includes removal of the old boilers and installment of the new boilers.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

[agreement and quote](#)

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kerstin Hancock

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 09:33 AM



Proposal

[Phone: 512.929.7090] 1720 Royston Lane, Round Rock, TX 78664 [TACLA0020760C] M-18971 [TECL 29725]

Date: October 20, 2016

Proposal Number: 2016-17509
TXMAS-15-03FAC01

Customer: Williamson County

Attention: Toby Bonnet

Location: Williamson County Justice Center
405 Martin Luther King Jr.
Georgetown, TX 78626

Email: tbonnet@wilco.org
Phone: 512-943-1100

Project Name: Hydronic Boilers

Scope of Work:

Includes:

- Replace three 750,000 Hydronic boilers
- Isolate gas, water lines and electrical connections
- Disconnect boilers from all power sources
- Remove existing vents to boilers
- Remove three hydronic boilers and set three new Lochinvar FXT725 boilers in its place
- All spoils will be removed from site
- Shut down system to replace gas valves and return system back to service for domestic water heaters
- Connect to water inlets and outlets from existing 2 ½ water lines assuming water valves are in good working order
- Will run type L copper to connect to boilers, black iron pipe for gas line with drip legs, PVC vents for air inlets and exhaust vents
- We will core 8" holes for 6" vents
- This price includes the startup of three new units

Exclusions: Inlet, outlet isolation valves, electrical and controls

Quoted Price **\$114,750.00 (excludes tax)**

Prepared by:

Geronimo Lopez

Email: geronimo.lopez@csusa.us

Phone: 512-634-7253

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Technical drawings of the 2000 BTU/hr. Natural Gas Water Heater showing front, side, and rear views with dimensions and connection labels.

Front View Dimensions:

- Height: 53-1/2"
- Width: 26-1/4"

Side View Dimensions:

- Height: 65-1/2"
- Width: 22-1/2"

Rear View Dimensions and Labels:

- Height: 40"
- Width: 26-1/4"
- Labels: Air Inlet, Electrical Connections, 2-1/2", Gas Connection, Water Outlet, Water Inlet, Flue Connection, 9-3/4", 2-1/2", Condensate Connection

Information subject to change without notice
Dimensions are in inches. Select "N" or "L" for Natural or LP gas.

FTX	850	N	M13
FTXL Boiler	850,000 Btu/hr Input	Natural Gas	Firing Control



Lochinvar®
HIGH EFFICIENCY BOILERS & WATER HEATERS



1



**FTXL Fire Tube
Condensing Boiler
Submittal Sheet**

FTX-Sub-01

FTXL FIRE TUBE BOILERS

JOB NAME WILLIAMSON COUNTY COURTHOUSE

LOCATION _____

ENGINEER N/A

WHOLESALE WINSTON WATER COOLER

MECH. CONTRACTOR _____

MODEL NO. (3) FTX725

TYPE GAS NATURAL

Btu/hr INPUT 725,000

Btu/hr OUTPUT 705,000

NOTES

SMART SYSTEM FEATURES

- › **Smart System Digital Operating Control**
Multi-Color Graphic LCD Display w/Navigation Dial
- › **Loch-N-Link™ USB Thumb Drive Port for Easy Programming**
- › **Cascading Sequencer with Built-In Redundancy**
Selectable Cascade Type:
Lead Lag/Efficiency Optimization
Multiple Size Boilers
Front-End Loading
- › **3 Reset Temperatures Inputs w/Independent Outdoor Reset Curves for Each Outdoor Sensor**
- › **Four-Pump Control**
System Pump with Parameter for Continuous Operation
Boiler Pump with Variable-Speed Control
Domestic Hot Water Boiler Pump
Domestic Hot Water Recirculation Pump Control with Sensor
- › **Building Management System Integration**
0-10 VDC Input to Control Modulation or Setpoint
0-10 VDC Input from Variable-Speed System Pump
0-10 VDC Modulation Rate Output Signal
0-10 VDC Enable/Disable Signal
- › **Programmable System Efficiency Optimizers**
Space Heating Night Setback
DHW Night Setback
Anti-Cycling
Ramp Delay
Boost Time and Temperature
- › **High-Voltage Terminal Strip**
120 VAC/60 Hertz/1 Phase
Pump Contacts for 3 Pumps

› **Low-Voltage Terminal Strip**

- Building Recirculation Pump Start/Stop
- Building Recirculation Return Temp Sensor Contacts
- Proving Switch Contacts
- Flow Switch Contacts
- Alarm Contacts
- Runtime Contacts
- 3 Space Heat Thermostat Contacts
- Tank Thermostat Contacts
- System Sensor Contacts
- Tank Sensor Contacts
- Cascade Contacts
- 0-10 VDC BMS Contacts
- 0-10 VDC Boiler Rate Output Contacts
- 0-10 VDC Boiler Pump Speed Contacts
- 0-10 VDC System Pump Speed Contacts
- ModBus Contacts

› **Time Clock**

› **Data Logging**

- Ignition Attempts
- Last 10 Lockouts
- Space Heat Run Hours
- Domestic Hot Water Run Hours

STANDARD FEATURES

- › **97%-98% Thermal Efficiency**
- › **Modulating Burner with up to 10:1 Turndown**
Direct Spark Ignition
Low NOx Operation
Sealed Combustion
Low Gas Pressure Operation
- › **Stainless Steel Fire-Tube Heat Exchanger**
ASME-Certified, "H" Stamped
160 psi Working Pressure
50 psi Relief Valve
Combustion Analyzer Test Port
Fully Welded Design
- › **Vertical and Horizontal Direct Vent**
Direct Vent up to 100 feet
PVC, CPVC, Polypropylene or AL29-4C
Factory Supplied Sidewall Vent Termination

› **Smart System Control**

› **Other Features**

- On/Off Switch
- Adjustable High Limit with Manual Reset
- Automatic Reset High Limit
- Manual Reset Low Water Cutoff
- Flue Temperature Sensor
- Low Air Pressure Switch
- Temperature and Pressure Gauge
- Condensate Trap
- Zero Service Clearances
- 10-Year Limited Warranty
- Low Water Cutoff
- Custom Maintenance Reminder with Contact Info
- Password Security
- Customizable Freeze Protection Parameters

OPTIONAL EQUIPMENT

- ☐ CON-X-US Remote Connectivity
- ☐ ModBus Communication
- ☒ BMS Gateway to BACnet or LonMark
- ☐ SMART SYSTEM PC Software
- ☐ Alarm Bell
- ☐ Motorized Isolation Valve
- ☐ Wireless Outdoor Temperature Sensor
- ☐ Multi-Temperature Loop Control
- ☐ Variable-Speed Boiler Circulator
- ☐ Constant-Speed Boiler Circulator
- ☒ Condensate Neutralization Kit
- ☐ Concentric Vent Kit (FTX400-FTX600)
- ☐ Common Vent Kits
- ☐ High and Low Gas Pressure Switches w/Manual Reset (FTX500-FTX850)
- ☐ 30 psi ASME Relief Valve
- ☐ 75 psi ASME Relief Valve
- ☐ 100 psi ASME Relief Valve
- ☐ 125 psi ASME Relief Valve
- ☐ 150 psi ASME Relief Valve
- › **Firing Controls**
 - ☐ M9-Standard Construction
 - ☐ M13-CSD-1/FM/GE Gap (FTX500-FTX850)

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SERVICES CONTRACT
FOR BOILER REPLACEMENTS
(Williamson County Justice Center)
(TX-MAS-15-03FACC01)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

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

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

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

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

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Fee Proposal, dated October 20, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is \$114,750.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in

the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

Type of Coverage		Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	\$500,000 Ea. Accident
	Bodily Injury by Disease	\$500,000 Ea. Employee
	Bodily Injury by Disease	\$500,000 Policy Limit
c.	Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

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

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

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

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

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

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

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

As described in the Fee Proposal with Scope of Work for Installation, dated October 20, 2016, which is incorporated herein as if copied in full.

IX.

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

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

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

XII.

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

XIII.

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

XIV.

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

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

XV.

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

XVI.


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

WITNESS the signatures of all parties in duplicate originals this the ____ day of _____, 2016.

WILLIAMSON COUNTY:

Authorized Signature

SERVICE PROVIDER:



Authorized Signature
CURTIS NOVINGER
OPERATIONS MANAGER

Mtech

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Mtech
Round Rock, TX United States

Certificate Number:
2016-132056

Date Filed:
11/02/2016

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

Williamson County

Date Acknowledged:

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

2016-17509
Hydronic Boilers Replacement at Justice Center

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

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

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



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Curtis Kowenig, this the 2nd day of Nov. 2016, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Rachel Secca

Printed name of officer administering oath

AP

Title of officer administering oath

Commissioners Court - Regular Session**33.****Meeting Date:** 11/08/2016

Stanley Security Agreement

Submitted For: Max Bricka**Submitted By:** Jayme Jasso, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing the renewal of Lenel software support, for the same pricing, terms and conditions as the existing contract for the term of December 2016 - December 2017 with Stanley Security.

Background

Requested by Lisa Maraden, in the IT Department. This was Sole Sourced on 12/8/2015 and is now being processed as a commodity purchase because of the low dollar amount. Funds are available under the commodity.

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsStanley Security

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jayme Jasso

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 11:04 AM

Started On: 11/03/2016 09:41 AM

Customer Installation Agreement

Name: Williamson County ("Customer")
Address: 710 South Main St., Georgetown, TX 78626
Contact: Gary Wilson
Date: 11/2/2016

STANLEY Convergent Security Solutions, Inc. ("SCSS") hereby proposes to furnish labor and materials for the installation of an electronic security/integrated solution system in accordance with the specifications below:

Transaction & System Information

Name of Project: Williamson County - Software support 2016-2017
Transaction Type: Add/Upgrade
System Information: Integrated Solution
Expected approximate date of commencement of project: December 15, 2016
Expected approximate date of completion of project: December 30, 2016

Customer to Provide

--	--	--

Equipment Notes

Stanley Convergent Security Solutions will provide Lenel software support for dongle ID 57181 from 12/31/16 to 12/31/17.

Stanley will install latest version of BASIS software.

Stanley will upgrade the 5 clients as well.

Theory of Operation

Investment Type: STANLEY Security Direct**Pricing and Deposit Terms**

Payment Terms: All invoices are due thirty (30) days after date of the invoice. No retainage is permitted.

Transaction Information: Add/Upgrade
Warranty Duration: One Year

Customer agrees that SCSS retains a security interest in the equipment until the full purchase price is paid.

Total Installation Price*: \$8,752.00 USD

Up-front Deposit*:

Progress Payments*:

Balance Due Upon
Completion*:


Prices do not include taxes

ACCEPTANCE OF PROPOSAL


The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. The terms and conditions as set forth herein and on the attached page shall supersede any conflicting terms, or any additional terms furnished by SCSS. Purchase Orders may be issued for billing purposes only and any terms, conditions or changes included in such Purchase Orders shall have no force or effect. SCSS is authorized to do the work as specified. Payment will be made as outlined above.

STANLEY Convergent Security Solutions, Inc.

Customer: Williamson County


Security Representative (Sign)

Customer (Sign)


Security Representative (Print)

Customer (Print)

Title

STANLEY Authorized Manager (Sign)

STANLEY Authorized Manager (Print)

Not Binding on SCSS without either Authorized Management Approval Signature or SCSS Begins the Installation or Services.

Terms and Conditions**WARRANTY**

SCSS warrants that the equipment will be free from defects in material and workmanship for a period of One Year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by Customer.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax unless specifically written on the face of the proposal.
2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground, unless otherwise specified.

License Information (as of 10/03/2016): AK 1003300; 104891; AL 888, 1278, 1322; 1472, Complaints may be directed to Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery, AL 36116 (334) 264-9388; 48682; AZ ROC204975; AR 0329770517; CMPT.0001911, Regulated by Arkansas Bd of Private Investigators and Private Security Agencies, #1 State Police Plaza Dr, Little Rock, AR 72209 (501) 618-8600; CA 848019 - C10, C28; LCO5911; ACO6055, Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; CT ELC.0184651-L5; DE 04-158; FAL-0001; FL EF0000772; GA 439701; IA AC-211; ID 015830; 022726-AA-4; IL 127001274; KY 338; LA F1162; F875; F1277; 61931; MA 7129C; MD 107-1828; 259; MI 5103306; 3601205772; MN TS01238; MS 19207-SC; 15024172; MT FPL-BEL-000132; NC 23471 SP-FA/LV; 1839-CSA, Alarm Systems Licensing Bd., 4901 Glenwood Ave, Ste 200, Raleigh, NC 27612 (919)788-5320; NJ 1074485; 659423; 348F00017200; NM 374554; NV F400; F401; 0071024; 0078001; NY 12000293169, Licensed by NYS Dept. of State; OH 53-89-1512; OK 953; OR 161567; PA 032736; RI 9448A; TSC 4998; AC-004956; SC FAC3387; BAC5501; TN 1180; 1540; 1448; 1650; 1448; CE-D 65528; TX ACR2639; ECR1821; B02140; UT 5704068-6501; VA 2705-087235A, 11-5481; WA STANLCS925M2; WV 045298; WI 969322; WY LV-G-23879.REV (2016.10.03) Q-00719047

3. Applicable permitting fees will be billed on a pass-through basis.
4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.
5. Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS shall purchase and maintain without interruption from date of commencement of the work throughout the end of the contract period or completion of SCSS's work, whichever occurs later, insurance on its performance of the Work as set forth below:

1. Worker's Compensation insurance meeting statutory requirements of the state in which the work is to be performed and containing Employers' Liability insurance with limits of \$1,000,000 for each accident/disease.
2. Comprehensive Auto Liability insurance on an occurrence basis covering all SCSS owned, non-owned, and hired vehicles with a combined single limit of \$1,000,000 for each occurrence for bodily injury, including death, to any one person and \$500,000 for each occurrence of property damage.
3. Comprehensive General Liability, including contractual liability, insurance providing coverage of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
4. Umbrella/Excess Insurance with coverage of \$1,000,000. Coverage shall apply to all the same risks as the underlying insurance policies listed above.
5. SCSS will name Customer as additional insured to the extent of SCSS's negligence on its general liability and automobile policies.
6. SCSS shall provide certificates of insurance evidencing the foregoing insurance is in effect at the request of Customer.

INDEMNIFICATION:

SCSS will hold Customer, its officers, directors, agents and employees harmless from damage, liability and expense to the extent resulting from the negligent acts or omissions of SCSS, its agents or employees, during and within the scope of employment of such persons while they are on Customer's premises performing the installation work. Notwithstanding the foregoing, SCSS shall have no liability or obligation to indemnify for damage, liability or expense resulting from or due to occurrences and/or the consequences there from that the system is intended to detect, prevent or record, including any such loss or damage which may be occasioned or caused by the improper working or malfunctioning of the system. In no event will SCSS, its employees, agents or representatives be responsible for consequential, incidental or special damages or for the negligence of others.

PROPRIETARY PROTECTION.

Any computer application program and/or documentation, collectively referred to as "Software", that is provided by SCSS under this agreement, is owned by SCSS, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to SCSS. Customer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to SCSS for which the amount of damages would be unascertainable. Therefore, SCSS may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

Commissioners Court - Regular Session**34.****Meeting Date:** 11/08/2016

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
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Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 09:37 AM

Commissioners Court - Regular Session**35.****Meeting Date:** 11/08/2016

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: CR 101
- 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
- d) Discuss proposed sale of excess right of way on CR 107

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 11/03/2016

Reviewed By

Wendy Coco

Date

11/03/2016 10:22 AM

Started On: 11/03/2016 09:35 AM