NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
NOVEMBER 29TH, 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 – 22)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0545.0545.001101	Part Time	$1,087.73
TO	0545.0545.001100	Full Time	$1,087.73

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0492-004100	Professional Services	$215,300.00
To	0100-0492-001150	Election Judges/Clerks	$200,000.00
To	0100-0492-002010	FICA	$15,300.00

7. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) 2016 Chevy Console, (4) Chairs, (1) Coat rack, (6) Printer, (1) Scanner, (5) Computers, (5) Monitors, (1) Monitor Stand, (1) Docking Station, (2) Laptop bag, (7) Keyboards, (6) Misc.power cords, (1) Fax Machine, (6) TV's, (1) Phone, (1) Adding Machine, (7) Letter Trays, (2) Bulletin Boards (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

8. Discuss, consider and take appropriate action on authorizing the Inter-Departmental transfer of (1) 2006 White Ford F250 Ext. Cab (see attached list) pursuant to to Tx. Local Gov't Code 263.152.

9. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Computers, (9) Mice, (9) Keyboards, (1) Floppy drive, (1) Box of Misc. Cords, (1) Bulletin Board, (2) Rolling Chairs, (6) Printers, (3) Fax machines, (5) Docking stations, (3) Monitor's, (1) Laptop Battery, (1) Floppy drive Module, (1) DVD/VHS player, (1) Camera, (3) Tape Erasers, (1) VHS tape re-winder, (1) Shredder, (2) Tripods, (1) DVD duplicator, (1) Light clamp, (1) Fan, (see attached list) pursuant to Tx. Local Gov't code 263.152.

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

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

12. Discuss, consider and take appropriate action on noting in the minutes that Lisa Birkman has earned 23.00 hours of the Commissioner Statutory continuing education requirements for 2016 per article 81.0025 of the Texas Local Government Code, and will carry forward 7 hours into the next reporting period.

13. Discuss, consider and take appropriate action on reappointing Adam Bryant, Mack Sherrod and John Lenz to the
Emergency Service District (ESD) Number One Board with the term commencing on January 1, 2017 and continuing thereafter until December 31, 2018.

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

15. Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for October 2016 pursuant to Texas Local Government Code § 114.026.

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

17. Discuss, consider and take appropriate action on correcting Item No.10 of the Williamson County Commissioners Court Session of November 8, 2016 in order to replace the Compensation Items attachment of such item with a revised Compensation Items attachment that sets out the correct effective dates of compensation changes for the MOT positions listed therein.

18. Receive and acknowledge Work Authorization No. 4 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for Southwest Williamson County Regional Park, Train Station Wastewater Improvements for Williamson County Road and Bridge.

19. Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between HDR, Inc. and Williamson County dated October 8, 2015 for Traffic Signal Warrant Studies for Williamson County Road and Bridge.

20. Discuss, consider, and take appropriate action on approval of the preliminary plat for the Heights at Brushy Creek subdivision - Pct 4.

21. Discuss, consider, and take appropriate action on approval of the final plat for the Reserve at Ancient Oaks subdivision - Pct 3.

22. Discuss, consider, and take appropriate action on approval of the final plat for the Bridle Gate subdivision - Pct 2.

REGULAR AGENDA

23. Discuss, consider and take appropriate action on resolution recognizing the leadership and dedication of Commissioner Lisa Birkman to the mental health system in Williamson County and the State of Texas.

24. Discuss, consider and take appropriate action on proclaiming December 8th, 2016 as Tree of Angels Day in Williamson County.

25. Discuss, consider and take appropriate action to recognize the Williamson County Tax Assessor/Collector's office as the recipient of 2016 Best Practices Award from the Texas Association of Counties.

26. Discuss, consider and take appropriate action on Texas A& M AgriLife Extension Annual Interpretation.

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

28. Discuss, consider and take appropriate action on a Contract for CR 119 Engineering Services between Williamson County and Stantec Consulting Services, Inc. relating to the 2013 Road Bond Program.

29. Discuss, consider and take appropriate action on a Contract Amendment No. 3 for SH 29 at D.B. Wood Road Engineering Services between Williamson County and Unintech Consulting Engineers, Inc. relating to the 2013 Road Bond Program.

30. Discuss, consider, and take appropriate action regarding a Utility Joint Use Agreement between Charter Spectrum and Williamson County for utility relocations on Seward Junction Southwest, a Road Bond Project in Commissioner Pct. 2 .

31. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -$47,857.16 for RM 2243 at Escalera and SH 29 at Cedar Hollow Right Turn Lanes, a Road Bond Project in Commissioner Pct. 3.

32. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -$7,856.20 for the Multi-Site Traffic Signals, a Road Bond Project in Commissioner Pct. 4.

33. Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1607-101, in the amount of $168,203.00 for the underseal and overlay of Ronald Regan Blvd. from just North of SH 29 to FM 3405.

34. Discuss, consider and take appropriate action on an Easement and Right of Way between Williamson County, Texas, as the grantor, and Oncor Electric Delivery Company, LLC, as the grantee, for the installation of electrical service and facilities at the Williamson County Landfill.

35. Discuss and take appropriate action on a Real Estate Contract with LA Miraj Ltd. for ROW needed on CR 111. (PARCEL 35)

36. Discuss and take appropriate action on a Real Estate Contract with Donald R. Robbins for ROW needed on CR 111. (PARCEL 36)

37. Discuss and take appropriate action on a Real Estate Contract with Maria Flores and Mario Salazar for ROW needed on CR 111. (PARCEL 37)

38. Discuss, consider and take appropriate action on a Dedication Deed with MREC MAG Morning Star, LLC regarding the Kaufman Loop.

39. Discuss, consider and take appropriate action to authorize County Judge to execute a Correction Utility Easement to PEC.

40. Discuss, consider, and take appropriate action on Texas Parks & Wildlife Commission Grant Agreement for Williamson County Expo Center to support professional services and construction for RV sites, walks, trails, and related infrastructure.

41. Discuss and take appropriate action on the Community Development Block Grant program's Consolidated Annual Performance and Evaluation Report (CAPER).

42. Discuss, consider and take any appropriate action regarding approval and receipt of Agreement regarding off-duty contracting of County Sheriff Deputies with Paloma Lake Municipal Utility District No.1

43. Discuss, consider and take any appropriate action regarding Interlocal between Williamson County and the City of Round Rock for the establishment of ambulance and personnel housing to support operations of Williamson County EMS.

44. Discuss, consider,and take appropriate action on the Williamson County Sick Leave Pool policy.

45. Discuss, consider and take appropriate action regarding the proposed FLSA overtime rule changes.

46. Discuss, consider and take appropriate action on approving the purchase of 5 (five) Ford Trucks from Caldwell Country Ford, for the Road and Bridge Dept. under BuyBoard contract #430-13 for a total of $143,873.60.

47. Discuss, consider and take appropriate action on approving the purchase of Lithonia LED lighting for the Facilities Department for the Cedar Park Annex, per the quote from Dealers Electrical Supply, for a total of $79,500.00 under BuyBoard contract #501-15.

48. Discuss, consider and take appropriate action on approving the service agreement with ThyssenKrupp for elevator service, repair and inspections for FY17 for a total of $9,724.00 under cooperative TCPN #US33672.

49. Discuss, consider and take appropriate action on authorizing the extension of Belford Square Lease, 310 W 7th Street, Suite 103, Georgetown, Texas 78626, for the term of December 1, 2016 - November 30, 2017, with Sylvia Sanchez, owner of Free Me Bail Bonds.

50. Discuss, consider and take appropriate action on approving the contract with Raba Kistner, for Geotechnical Engineering Services for Parks and Recreation for the River Ranch Park Phase I Improvement Project, for a maximum amount of $16,681.60 under RFQ1602-057-2.

51. Discuss, consider and take appropriate action on the purchase of a Gradall Truck mounted Excavator for the Roads and Bridges Department in the amount of $328,156.75, under BuyBoard cooperative contract #424-13.

52. Discuss, consider, and take appropriate action on awarding RFP#1604-069, Health Related Benefits Broker and Consultant, to the best proposer meeting specifications, Holmes, Murphy & Associates, LLC.

53. Discuss, consider, and take appropriate action on awarding RFP# 1604-070, Employee Assistance Program for Williamson County to the best proposer meeting specifications, Deer Oaks EAP Services, LLC.

54. Discuss, consider, and take appropriate action on awarding RFP# 1605-083, Specific & Aggregate Stop Loss Insurance, to the only proposer, Aetna Life Insurance Company.

55. Hear Presentation from the finalist for RFP# 1604-069, Health Related Broker and Consultant, Holmes, Murphy & Associates, selected by the Williamson County Benefits Committee.

56. Hear presentation of the finalist for RFP#1604-070, Employee Assistance Program, Deer Oaks EAP Services, selected by the Williamson County Benefits Committee.

57. Discuss, consider and take appropriate action on approving the renewal of the Consulting Services Agreement between Rely Information Systems, LLC and Williamson County, Texas for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County's Oracle applications. Exemption of the services to be provided under the Agreement from the competitive bidding proposal requirements are per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024(a)(4).

58. Discuss, consider, and take appropriate action to approve co-op purchases (BuyBoard Contract #430-13) between Williamson County, Texas and Caldwell Country for (26) 2017 Chevy Tahoe PPVs & (2) 2017 Ford Police Interceptor Sedans to support operations of the Williamson County Sheriff's Office.

59. Discuss, consider, and take appropriate action on exempting Environmental Systems Research Institute (ESRI) from the competitive bidding or proposal requirements established by Section 262.024(a)(7) of the Texas Local Government Code, as the sole source provider of software maintenance for our Geographical Information System (GIS) software (technical support, plus ESRI software upgrades/updates).

60. Discuss, consider, and take appropriate action on exempting Aristatek, Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of PEAC-WMD hazmat software and maintenance, and approving agreement between Williamson County and Aristatek, Inc.

61. Discuss, consider and take appropriate action to authorize the Purchasing Agent to advertise to selected Contractors and receive proposals for the Construction Manager at Risk for the Animal Shelter Expansion Project under RFP 1610-115.

62. Discuss, consider and take appropriate action to approve the contract with Balcones Geotechnical, for geotechnical engineering services for the Animal Shelter Expansion Project under RFQ 1602-057-03.

63. Discuss, consider, and take appropriate action to approve co-op purchases (BuyBoard Contract #430-13) between Williamson County, Texas and Caldwell Country for (1) 2016 Chevy Silverado SSV to support operations of the Williamson County Sheriff's Office.

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)."

64. 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

65. 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.
u) Discuss the acquisition of real property for CR 258.
v) Discuss the acquisition of real property for Lakeline Blvd.
x) Discuss the acquisition of real property for US 183.

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
e) Discuss proposed Correction Easement to PEC for Champion Park.
f) Discuss Roadway Construction & Phasing Agreement with Larkspur Community Development

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

66. 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

67. 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).

68. 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)

69. Discuss and take appropriate action concerning economic development.

70. Discuss and take appropriate action concerning real estate.

71. 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

72. 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.

73. 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: 11/29/2016

Line Item Transfer

Submitted For: Cheryl Schneider **Submitted By:** Cheryl Schneider, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0545.0545.001101	Part Time	$1,087.73
TO	0545.0545.001100	Full Time	$1,087.73

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/10/2016 09:22 AM
Budget Office	Ashlie Koenig	11/14/2016 11:05 AM

Form Started By: Cheryl Schneider Started On: 11/09/2016 05:05 PM

Final Approval Date: 11/14/2016

Commissioners Court - Regular Session **6.**

Meeting Date: 11/29/2016

line item transfer request from professional services

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 the Elections Office.

Background

While the fiscal year 2017 budget process was underway, the Elections Office, Purchasing, Human Resources, and the Auditor's Office were working on a request for proposal for hiring an agency to hire and process pay for election poll workers. Funds that would have been allocated for the payment of election judges and clerks and a percent mark-up to pay the agency were budgeted in Professional Services. A vendor for hiring and paying poll workers was not selected. Request is made to move funds from Professional Services to Election Judges and Clerks. Wages being paid to the poll workers for the 2016 November elections are costing to Election Judges and Clerks.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0492-004100	Professional Services	$215,300.00
To	0100-0492-001150	Election Judges/Clerks	$200,000.00
To	0100-0492-002010	FICA	$15,300.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/14/2016 08:56 AM
Budget Office	Ashlie Koenig	11/14/2016 11:06 AM
Form Started By: Kay Eastes		Started On: 11/10/2016 09:36 AM
Final Approval Date: 11/14/2016		

Commissioners Court - Regular Session **7.**

Meeting Date: 11/29/2016

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 (1) 2016 Chevy Console, (4) Chairs, (1) Coat rack, (6) Printer, (1) Scanner, (5) Computers, (5) Monitors, (1) Monitor Stand, (1) Docking Station, (2) Laptop bag, (7) Keyboards, (6) Misc.power cords, (1) Fax Machine, (6) TV's, (1) Phone, (1) Adding Machine, (7) Letter Trays, (2) Bulletin Boards (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 08:13 AM
Form Started By: Jayme Jasso		Started On: 11/14/2016 09:26 AM
Final Approval Date: 11/15/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Center console from 2016 Chevy Tahoe			Working

Parties involved:

FROM (Transferor Department): Mobile Outreach Team

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

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.)

Annie Burwell
Print Name

Annie Burwell
Signature Date

Contact Person:

Jeanne Williby
Print Name

943-3588
Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

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

Parties involved:

FROM (Transferor Department): County Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

Date

Contact Person:

Lisa Moore
Print Name

943-1623
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

Asset Detail

Quantity	*Description*	*Manufacturer ID #*	*County Tag #*	*Condition of Asset*
1	Chair, rolling, burgundy, high back, executive, with arms			working
1	Chair, rolling, blue, mid-back, with arms			working
1	Coatrack, brushed aluminum			working
1	HP LaserJet 4250n printer	CNRXY14486		unknown
1	Fujitsu FI-6770 flatbed scanner	002310		unknown
1	Dell Optiplex 790	5KWJXV1	C03334	unknown
1	Dell Optiplex 790	5KWGXV1	C03341	unknown
1	Dell Optiplex 790	5KWKXV1	C03333	unknown
1	Dell Latitude E6530	DHFMLV1		unknown
2	Monitors			unknown
1	Monitor w/soundbar			unknown
1	Monitor stand			unknown
1	Docking station			unknown
1	Laptop bag, rolling			working
1	Laptop bag, shoulder			working
3	Keyboards			unknown
6	Mice			unknown
	Assorted power cords			

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

( ) TRANSFER bet ween county departments ( ) TRADE-IN for new assets of similar type for the county ( ) DESTRUCTION due to Public Health / Safety

(•) SALE at the earliest auction * ( ) DONATION to a non-county entity

Asset List: state money return to CSCD

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Copier	IM3511--7050060		Non-Working
1	Copier	IM3511--5070175	CT0968	Non-Working
1	Brother Fax Machine	U56583E2K509078	CT0340	Non-Working
1	TV	V26618223		Non-Working
1	TV	065421029902-B	CT0854	Non-Working

Parties involved:

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

Transferor - Elected Official/Department Head/ Authorized Staff:

Raymond Cruthis, Director
Print Name

Signature 11-9-16 Date

Contact Person:

Raymond Cruthis
Print Name

+1 (512) 943-3782
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 8/24/09

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- ( ) DESTRUCTION due to Public Health / Safety
- (•) SALE at the earliest auction *
- ( ) DONATION to a non-county entity

Asset List: State Money return to CSCD

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	TV	MB42040253		Non-Working
1	TV	MB4204027	CT0856	Non-Working
1	TV	V346632288	CT0855	Non-Working
1	TV	DA0RH0Y00D479V0994	CT0857	Non-Working
				Non-Working

Parties involved:

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

Transferor - Elected Official/Department Head/ Authorized Staff:

Steve Morrison, Director
Print Name

Signature 11-9-16 Date

Contact Person:

Raymond Cruthis
Print Name

+1 (512) 943-3782
Phone Number

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

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

Print Name

Signature Date

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Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Monitor (Replaced with larger monitor)	CN-0C730C-71623-9CA-4158		Working
1	Dell Monitor (Replaced with larger monitor)	CN-0C730E-71623-0CM-2739 ~~CN-04G03X-72872-229-CCWU~~		Working
2	Logitech & Dell Keyboard (missing USB)			Non-Working
1	Mauve task chair (stained)			Working
1	Large and Tall Black chair (base broken)			Non-Working

Parties involved:

FROM (Transferor Department): 560 - Sheriff's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief L.C. "Tony" Marshall
Print Name

Signature Date

Contact Person:

Peggy Braun
Print Name

+1 (512) 943-1312
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Lucent 8110M phone	989T42001497		Non-Working
1	Ativa AT-P2000 adding machine	2019879		Non-Working
2	Logitech & Dell Keyboard (missing USB)			Non-Working
7	5 Black & 2 Burgundy letter trays (Not needed)			Working
1	Dell Optiplex 7040 (replaced per ITS)	8LYR382		Working

Parties involved:

FROM (Transferor Department): 560 - Sheriff's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief L.C. "Tony" Marshall
Print Name

Signature Date

Contact Person:

Peggy Braun
Print Name

+1 (512) 943-1312
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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Williamson County
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- ○ 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# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP LaserJet 4050N	USBB220702		Non-Working

Parties involved:

FROM (Transferor Department): County Clerk

Transferor - Elected Official/Department Head/ Authorized Staff:

Print Name

Signature Date

Contact Person: Terri Countess

Print Name

943-1521

Phone Number

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

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

Nancy Rister

Print Name

Nancy E. Rister

Signature Date

Contact Person:

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Terri Countess

Print Name

943-1521

Phone Number

NOV - 9 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	HP COLOR LASER JET PRINTER 2600N	CNHC736246		Working
1	HP COLOR LASER JET PRINTER CP4005DN		100510	Working
2	BULLETIN BOARDS	N/A	N/A	Working

Parties involved:

FROM (Transferor Department): CONSTABLE PCT. 3

Transferor - Elected Official/Department Head/ Authorized Staff:

THERESA LOCK
Print Name

Signature — November 9, 2016 Date

Contact Person:

THERESA LOCK
Print Name

+1 (512) 943-1436
Phone Number

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

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

Print Name

Signature — Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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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 **8.**

Meeting Date: 11/29/2016

Asset Transfer

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Inter-Departmental transfer of (1) 2006 White Ford F250 Ext. Cab (see attached list) pursuant to to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 08:13 AM
Form Started By: Jayme Jasso		Started On: 11/14/2016 09:38 AM
Final Approval Date: 11/15/2016		

Williamson County
Vehicle Status Change Form

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

1) Identify Vehicle:

1FTSX21536ED10245	409	SB0618
Vehicle Identification Number	Department	Door Number

000000	2006	FORD	F250 EXT CAB	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

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WILLIAMSON COUNTY, TEXAS

☐ Accident

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

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain SO WANTS UNIT TRANSFERED OUT OF AUCTION AND BACK TO DEPT 560 ACTIVE FLEET

3) Elected Official/Department Head/Authorized Staff

Print Name R RODGERS Signature [signature] Date 10/5/16

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

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

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

Comments: TRANSFER BACK TO SO

Receiving Department: ~~506~~ 560

Elected Official/Department Head/Authorized Staff or Donee - Representative:

Print Name: _____

Signature and Date: _____

Print Name L. C. "Tony" Marshall Signature [signature] Date 10-5-16

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

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

HR Release Authorization: [signature]

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

Transfer has been reviewed and approved:

Signature: [signature]

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

SB0618

Commissioners Court - Regular Session **9.**

Meeting Date: 11/29/2016

Asset Transfer

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (5) Computers, (9) Mice, (9) Keyboards, (1) Floppy drive, (1) Box of Misc. Cords, (1) Bulletin Board, (2) Rolling Chairs, (6) Printers, (3) Fax machines, (5) Docking stations, (3) Monitor's, (1) Laptop Battery, (1) Floppy drive Module, (1) DVD/VHS player, (1) Camera, (3) Tape Erasers, (1) VHS tape re-winder, (1) Shredder, (2) Tripods, (1) DVD duplicator, (1) Light clamp, (1) Fan, (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:00 PM
Form Started By: Jayme Jasso		Started On: 11/18/2016 03:26 PM
Final Approval Date: 11/21/2016		

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Williamson County
Asset Status Change Form

Print Form

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Optiplex 790	2RZYTR1		
3	Assorted mice			
2	Keyboards			
1	Floppy drive			
	Miscellaneous cords			

Parties involved:

FROM (Transferor Department): County Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

Date

Contact Person:

Lisa V. Moore
Print Name

+1 (512) 508-2466
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Dell Latitude E6530	7LDMLV1		

Parties involved:

FROM (Transferor Department): County Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

Date

Contact Person:

Lisa V. Moore
Print Name

+1 (512) 508-2466
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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- ○ 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	Corkboard Bulletin Board			Working
2	Rolling Chairs			Working
1	HP Color Printer	PTR141	I00323	Non-Working
1	Dell Printer	FPFTNQ1		Working
1	Dell Printer	FXDTNQ1		Working

Parties involved:

FROM (Transferor Department): JP #2

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Edna Staudt
Print Name

Signature 11-14-16 Date

Contact Person:

Sheri Friedman
Print Name

+1 (512) 260-4253
Phone Number

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WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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- ○ 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)
3	Brother Model FAX2800	SN: U56577C4J359921, SN: U56577E2J376999,		Working
		SN: U56577B4J311793		Working

Parties involved:

FROM (Transferor Department): Williamson County Clerk Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Nancy E. Rister
Print Name

Nancy E. Rister
Signature

Date

Contact Person:

Terri Countess
Print Name

+1 (512) 943-1521
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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

Asset List:

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

Parties involved:

FROM (Transferor Department): Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature Date

Contact Person:

John Gordon
Print Name

33303
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

Juvenile Services

Description: Juvenile Justice Computer Turn Information

Generated: 11/8/16

#	Description	Manufacturer ID#	County Tag#	Condition of Asset
1	Dell Optiplex 780 PC	CZW8XL1	C02706	working
2	Dell Optiplex 780 PC	936N9P1	C02955	working
3	Dell USB Mouse	-	n/a	working
4	HP Power Adapter	0957-2094	n/a	working
5	Logitech MK710 Keyboard and Mouse	MC941CZ/LZ727A4	n/a	working
6	Logitech MX3200 Keyboard	MC728CZ	n/a	working
7	Dell docking station Pro2X	2.28287E+12	n/a	working
8	Dell Docking Station Pro 2X	QAD0216200142	n/a	working
9	Dell Docking Station Riser	OPW395	n/a	working
10	Dell P170Sb Monitor	CN-0C730C-71623-2BM-3618	n/a	working
11	Dell P170St Monitor	CN-0C730C-71623-2CM-5122	n/a	working
12	Dell Laptop Battery M5Y0X	05FIR5	n/a	working
13	Dell Floppy Drive Module	PN-0GR325-17601-6AO-zF087	n/a	working
14	USB Type A to Type B cords	-	n/a	working
15	USB Type A to Type B cords	-	n/a	working
16	USB Type A to Type B cords	-	n/a	working
17	Dell PC Power Cord	-	n/a	working
18	HP M2727nf Laserjet Printer	CNBJ192940	n/a	working
19	HP Deskjet 722C Color Printer	US7BI1R00R	n/a	unknown
20	Dell Dimension 2400 CPU	3VYV751	C01160	working
21	Dell PS1 Keyboard	-	n/a	working
22	Dell PS1 Mouse	-	n/a	working
23	Kensington Mouse Model K72213	B0521000337	n/a	Inoperative
24	Logitech Mouse Model M-BZ96C	LZ948HF	n/a	working
25	Dell Keyboard Model KB522	07VHY1	n/a	working
26	Dell docking station Pro2A	QADK204701785	n/a	working
27	Dell Docking Station Pro 1X	CN-0GH066-47985-7C0-0731	n/a	working
28				
29				
30				
31				
32				
33				
34				

RECEIVED

NOV 10 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Wireless Logitech Keyboard & Mouse		N/A	Non-Working
2	Dell Keyboards		N/A	Non-Working
1	Panasonic VHS/DVD Player	KS6HC03960R	N/A	Non-Working
1	Green Polaroid Camera		N/A	Non-Working
1	Triplite Power Supply		N/A	Non-Working

Parties involved:

FROM (Transferor Department): County Sheriff (560)

Transferor - Elected Official/Department Head/ Authorized Staff:

L.C. Marshall
Print Name

L C Marshall
Signature

Date

Contact Person:

Pete Hughey
Print Name

512-943-1313
Phone Number

RECEIVED
NOV 10 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DeskJet 350 Hewlett Packard Printer	SG12G120F6	N/A	Non-Working
2	Benjamin Bulk Tape Eraser		N/A	Non-Working
1	Geneva Bulk Tape Eraser		00304	Non-Working
1	Kinyo VHS Tape re-winder		N/A	Non-Working
1	400 Shred Fellowes Shredder		N/A	Non-Working

Parties involved:

FROM (Transferor Department): County Sheriff (560)

Transferor - Elected Official/Department Head/ Authorized Staff:

L.C. Marshall
Print Name

L.C. Marshall
Signature

Date

Contact Person:

Pete Hughey
Print Name

512-943-1313
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV 10 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 8/24/09

Williamson County
Asset Status Change Form

Print Form

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

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

Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Vanguard Tripod		N/A	Non-Working
1	Tripod -- no brand name		N/A	Non-Working
1	Aleratec DVD Duplicator	F06070871435 U	N/A	Non-Working
1	Intertek Magnifying clamp on light	LTS-360-01	N/A	Non-Working
1	LASKO 12" FAN	4249203	N/A	Non-Working
1	17" DELL MONITOR	CN-0C730C-71623-385-44ID	N/A	Non Working

Parties involved:

FROM (Transferor Department): County Sheriff (560)

Transferor - Elected Official/Department Head/ Authorized Staff:

L.C. Marshall
Print Name

L C Marshall
Signature

Date

Contact Person:

Pete Hughey
Print Name

512-943-1313
Phone Number

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

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

Print Name

Signature

Date

Contact Person:

Print Name

Phone Number

RECEIVED
NOV 10 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: 11/29/2016

Property Tax Collections – October 2016

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100116-103116 GWI-RFM

100116-103116 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 08:13 AM
Form Started By: Sandra Surratt		Started On: 11/14/2016 02:59 PM
Final Approval Date: 11/15/2016		

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

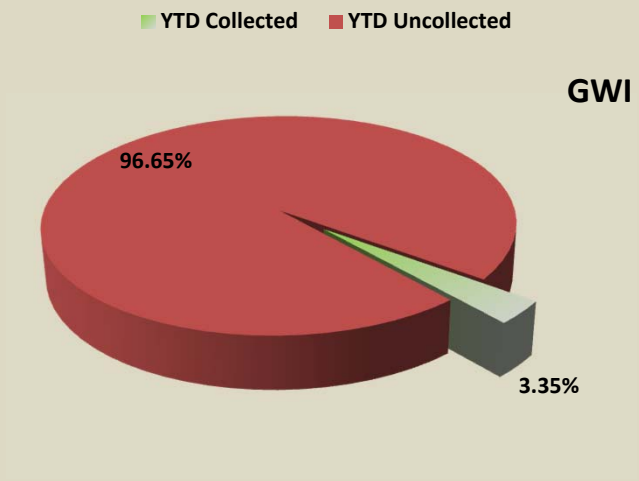
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	$226,223,062.05	$913.52	$226,223,975.57	$7,587,961.59	$0.00	$151.01	$218,635,862.97	$7,588,112.60	3.35%	3.35%	3.47%
2015 & Prior	$2,070,999.27	($628.21)	$2,070,371.06	$113,430.34	$22,592.59	$1,374.95	$1,955,565.77	$114,805.29	5.55%	6.64%	
Rollbacks	$468,099.22	$162,181.52	$630,280.74	$113,247.81	$0.00	$0.00	$517,032.93	$113,247.81	17.97%	17.97%	
Total All	$228,762,160.54	$162,466.83	$228,924,627.37	$7,814,639.74	$22,592.59	$1,525.96	$221,108,461.67	$7,816,165.70	3.41%	3.42%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2016	$20,562,004.13	$107.06	$20,562,111.19	$689,648.46	$0.00	$13.66	$19,872,449.07	$689,662.12	3.35%	3.35%	3.46%
2015 & Prior	$174,685.55	($36.74)	$174,648.81	$10,129.25	$2,017.05	$116.81	$164,402.75	$10,246.06	5.87%	7.02%	
Rollbacks	$37,565.88	$12,852.95	$50,418.83	$9,236.15	$0.00	$0.00	$41,182.68	$9,236.15	18.32%	18.32%	
Total All	$20,774,255.56	$12,923.27	$20,787,178.83	$709,013.86	$2,017.05	$130.47	$20,078,034.50	$709,144.33	3.41%	3.42%	

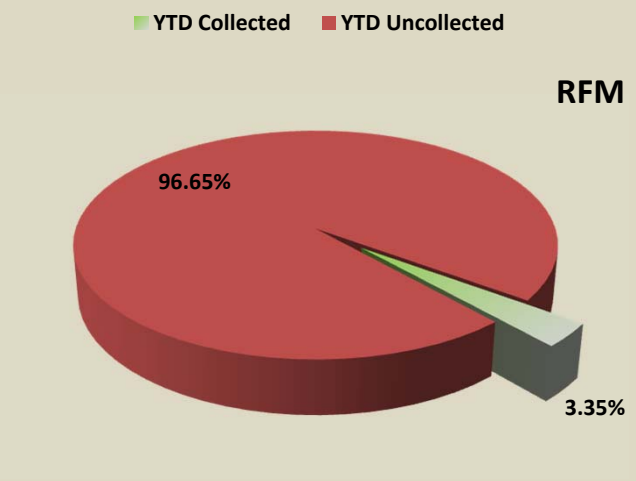
2016 COMBINED MONTHLY BREAKDOWN

Oct-16	$249,536,416.10	$175,390.10	$249,711,806.20	$8,523,653.60	$24,609.64	$1,656.43	$241,186,496.17	$8,525,310.03

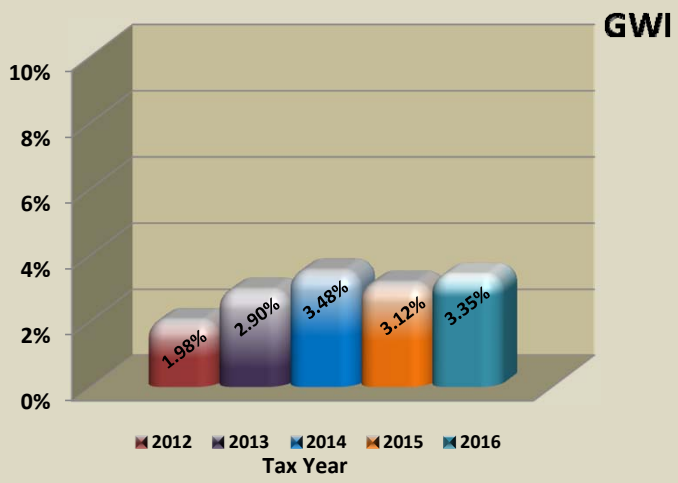
Year to Date Collection Report
October 1, 2016 - October 31, 2016



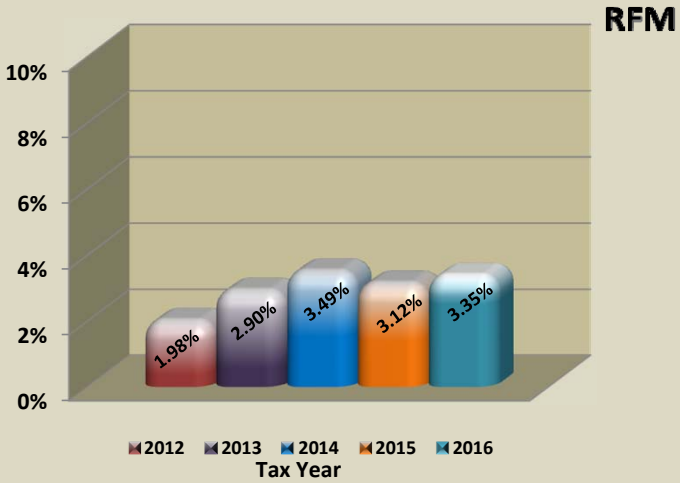
Year to Date Collection Report
October 1, 2016 - October 31, 2016



Percent of Roll Collected Comparison
October 2012-2016



Percent of Roll Collected Comparison
October 2012-2016



Commissioners Court - Regular Session **11.**

Meeting Date: 11/29/2016

Property Tax Refunds – Over 2500 – October 2016

Submitted For: Deborah Hunt

Submitted By: Sandra Surratt, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

100116-103116 Refunds Over 2500

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 08:13 AM
Form Started By: Sandra Surratt		Started On: 11/14/2016 03:09 PM
Final Approval Date: 11/15/2016		

WILLIAMSON COUNTY
1848

Deborah M Hunt, C T A
Tax Assessor Collector

Date: November 10, 2016

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Property Tax Refunds

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

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

Thank you.

WILLIAMSON COUNTY

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

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

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

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

Property Tax
Account QuickReport
As of October 31, 2016

Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers				
10/14/2016	59684	TERRY L & MARJORIE G RUTTERFORD	R410755 - Escrow Refund	-2,783.20
10/21/2016	59913	STONEFISH INVESTMENT GROUP LLC	R517559 - Escrow Refund	-4,325.50
10/21/2016	59921	FIRST STATE BANK CENTRAL TEXAS	R475075 - Overpayment	-25,263.41
10/27/2016	59962	BHATTARAI, SULOVE	R488261 - Escrow Refund	-3,723.80
10/27/2016	59973	LONE STAR AG CREDIT	R021326 - Overpayment	-5,000.02
Total Refunds Payable - Taxpayers				-41,095.93
TOTAL				**-41,095.93**

Commissioners Court - Regular Session **12.**

Meeting Date: 11/29/2016

Continuing Education

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on noting in the minutes that Lisa Birkman has earned 23.00 hours of the Commissioner Statutory continuing education requirements for 2016 per article 81.0025 of the Texas Local Government Code, and will carry forward 7 hours into the next reporting period.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Continuing Ed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 08:13 AM
Form Started By: Mary Clark		Started On: 11/14/2016 04:45 PM
Final Approval Date: 11/15/2016		

COUNTY JUDGES AND COMMISSIONERS ASSOCIATION OF TEXAS

County Commissioner Continuing Education Transcript

Reporting Period: 1/1/ 2016- 12/31/2016

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

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

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

Last 4 digits of SSN
3577

01/01/2016	Excess hours carried from prior period	8.00
03/09/2016	County Management and Risk Conference	8.50
08/24/2016	TAC Annual Conference	6.50

Total Hours Earned: 23.00

You have met your 2016 Commissioner Statutory Continuing Education requirement.

You will carry forward 7.00 hours to the next reporting period.

See Statute: Section 81.0025 Continuing Education, Local Government Code

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

If this report does not agree with your records, please call Administrative Assistant at (512) 482-0701 or (800) 733-0699 or cjca@allison-bass.com

Commissioners Court - Regular Session **13.**

Meeting Date: 11/29/2016

ESD Number One Commissioners re-appointments

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

Department: Commissioner Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Adam Bryant, Mack Sherrod and John Lenz to the Emergency Service District (ESD) Number One Board with the term commencing on January 1, 2017 and continuing thereafter until December 31, 2018.

Background

Mack Sherrod, Adam Bryant and John Lenz are all currently serving as commissioners for the Board of the Emergency Service District Number One, their terms will expire on December 31, 2016. Mr. Bryant has served on the board since March of 2008. Mr. Sherrod is currently serving his 3rd term and Mr. Lenz was appointed in May of 2013. All three have agreed to serve another 2 year term commencing on January 1, 2017 continuing thereafter until December 31,2018. All three re-appointments are supported by Commissioner Lisa Birkman as well as Chief Kiracofe from the Jollyville Fire Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:17 PM
Form Started By: Mary Clark		Started On: 11/18/2016 11:49 AM
Final Approval Date: 11/21/2016		

Commissioners Court - Regular Session **14.**

Meeting Date: 11/29/2016

Justice of the Peace 4 OCTOBER 2016 Monthly Report

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

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM OCT 2016

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/17/2016 02:11 PM
Form Started By: Veronica Bolander		Started On: 11/17/2016 10:05 AM
Final Approval Date: 11/17/2016		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

JUDY SCHIER HOBBS
JUSTICE OF THE PEACE
PRECINCT FOUR

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

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

NOTARY PUBLIC in and for the State of Texas

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 10/01/2016-10/31/2016

Date Printed: 11/9/2016
Time Printed: 6:07:32PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
ABSTRACT	ABSTRACT OF JUDGMENT	2	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
COPIES	COPIES	3	33.50	33.50	0.00	28.25	0.00	0.00	5.25	0.00	0.00	0.00	0100-0000-341804
DCERT	DEATH CERTIFICATE COPIES	1	20.00	20.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
EVICTION	EVICTION FILING FEE	67	1,500.00	1,500.00	200.00	1,061.25	0.00	0.00	238.75	0.00	0.00	0.00	0100-0000-341804
INDIGENT	CIVIL INDIGENT FEE	107	588.00	588.00	54.00	470.70	0.00	0.00	63.30	0.00	0.00	0.00	0399-0000-208822
SERVE 4	CONSTABLE PRECINCT 4 SEF	106	6,580.00	6,580.00	840.00	4,682.55	0.00	0.00	1,057.45	0.00	0.00	0.00	0100-0000-341904
SMALLCLAM	SMALL CLAIMS FILING FEE	2	50.00	50.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT EXEC	WRIT OF EXECUTION	1	5.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
WRIT POSS	WRIT OF POSSESSION	11	45.00	45.00	5.00	30.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
WSERVE 4	CONSTABLE PRECINCT 4 - W	12	1,500.00	1,500.00	150.00	1,050.00	0.00	0.00	300.00	0.00	0.00	0.00	0100-0000-341904

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AUTOPSY	COPIES OF AUTOPSIES	9	87.00	87.00	20.00	62.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CERTCOPIE	CERTIFIED COPIES	3	6.00	6.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00	0.00	0100-0000-341804
DCOPIES	DEATH CERTIFICATE COI	1	27.00	27.00	0.00	27.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804
DEBTCLAIM	DEBTCLAIM	34	850.00	850.00	0.00	850.00	0.00	0.00	0.00	0.00	0.00	0.00	0100.0000.341804
EF	E-FILING STATE FEE	107	980.00	980.00	90.00	784.50	0.00	0.00	105.50	0.00	0.00	0.00	01-0399-0000-20802
OCC LICENSE	OCCUPATIONAL LICENSI	4	50.00	50.00	25.00	0.00	0.00	0.00	25.00	0.00	0.00	0.00	0100.0000.341804
VSPF	VITAL STATISTICS PRESE	1	10.00	10.00	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0385-0000-34140
WRIT GARN	WRIT OF GARNISHMENT	4	20.00	20.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0100-0000-341804

TOTALS SUMMARY	475	12,361.50	12,361.50	1,384.00	9,161.25	0.00	0.00	1,816.25	$0.00	0.00	0.00

Direct Deposit	$0.00				**HB2398**	$0.00	
Cash	$1,384.00				**CSR Credit**	$0.00	**Post for Refund** $0.00
Checks	$9,161.25				**Jail Credit**	$0.00	**Over Payments** $0.00
Money Orders	$0.00						
Credit Cards :	$1,816.25	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary**	$0.00

TOTAL CURRENCY	$12,361.50	ESCROW PAID	$0.00	TRAN. FEES	$0.00	TOTAL	$0.00	TOTAL PAID	$0.00

Detailed report has been sent to Auditor's Office.

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 10/01/2016-10/31/2016

Date Printed: 11/9/2016
Time Printed: 6:07:32PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERS	DIRECT DEPOSIT	HB 2398	TOTALS
0100-0000-341804		1,538.50	265.00	0.00	0.00	0.00	1,803.50
0100-0000-341904		6,722.55	1,357.45	0.00	0.00	0.00	8,080.00
0100.0000.341804		875.00	25.00	0.00	0.00	0.00	900.00
0399-0000-208822		524.70	63.30	0.00	0.00	0.00	588.00
01-0399-0000-208022	E-FILING STATE FEE FOR CIVIL	874.50	105.50	0.00	0.00	0.00	980.00
01-0385-0000-341402	VITAL STATISTICS PRESERVATION	10.00	0.00	0.00	0.00	0.00	10.00
TOTALS :		10,545.25	1,816.25	0.00	0.00	0.00	12,361.50

Detailed report has been sent to Auditor's Office.

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

Payment Register: Summary Section
Williamson County Justice of the Peace, Pct. 4
By Date 10/01/2016-10/31/2016

Date Printed: 11/9/2016
Time Printed: 12:59:29PM

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB 2398	CC	JT	CSR	OTHER	GL CODE
AFC4	CONTABLE ARREST FEE PCT	1	2.90	2.90	0.00	0.00	2.90	0.00	0.00	0.00	0.00	0.00	0100-0000-341914
AFCAF	COUNTY ARREST FEE	88	383.62	383.62	54.45	0.00	41.75	0.00	287.42	0.00	0.00	0.00	0100-0000-341804
AFDPS	DPS ARREST FEE	117	528.22	523.22	81.75	0.00	108.90	0.00	332.57	0.00	5.00	0.00	0399-0000-208400
AFPWA	PARKS & WILDLIFE ARREST	7	35.00	35.00	0.00	0.00	5.00	0.00	30.00	0.00	0.00	0.00	0399-0000-208400
CAF	COUNTY ARREST FEE	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0100-0000-341804
CS	CHILD SAFETY	3	40.40	40.40	9.00	0.00	0.00	0.00	31.40	0.00	0.00	0.00	0100-0000-341804
CVC	CRIME VICTIMS FUND	1	15.00	15.00	0.00	0.00	0.00	0.00	15.00	0.00	0.00	0.00	0399-0000-208300
DIS	DISMISSAL FEE	14	140.00	140.00	50.00	0.00	20.00	0.00	70.00	0.00	0.00	0.00	0100-0000-341804
DLQ	DELINQUENT COLLECTIONS	17	1,157.17	1,157.17	0.00	0.00	286.15	0.00	871.02	0.00	0.00	0.00	01.0100.0000.20701
DSC	DEFENSIVE DRIVING	42	396.00	396.00	69.30	0.00	168.30	0.00	158.40	0.00	0.00	0.00	0100-0000-341804
FINE	FINE	384	42,501.04	40,751.04	4,910.70	0.00	5,572.12	0.00	30,268.22	1,000.00	750.00	0.00	0100-0000-351304
JCPT	JUDICIAL COURT PERSONNE	1	2.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0399-0000-208500
PWF	PARKS AND WILDLIFE FINE	5	340.00	340.00	0.00	0.00	85.00	0.00	255.00	0.00	0.00	0.00	0100-0000-209600
TFC	TRAFFIC	137	368.06	368.06	52.77	0.00	78.81	0.00	236.48	0.00	0.00	0.00	0100-0000-341804

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

FEE CODE	FEE DESC	ITEMS	TOT PAID	TOT MONEY	CASH	CHECKS	MO	HB2398	CC	JAIL TIME	CSR	OTHER	GL CODE
AFC4.	CONTABLE ARREST FEE	7	31.15	31.15	25.00	0.00	0.00	0.00	6.15	0.00	0.00	0.00	0100-0000-341914
AFHPD	HUTTO POLICE DEPARTM	2	10.00	10.00	0.00	0.00	0.00	0.00	10.00	0.00	0.00	0.00	0100-0000-341804
BOND	CASH BOND	3	600.00	600.00	0.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	01-0100-0000-20700
C1W.	CONSTABLE 1 WARRANT	1	50.00	50.00	0.00	0.00	0.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341911
C3W.	CONSTABLE 3 WARRANT	4	100.00	67.00	0.00	0.00	0.00	0.00	67.00	33.00	0.00	0.00	0100-0000-341913
C4W.	CONSTABLE 4 WARRANT	32	1,072.76	1,022.76	132.80	0.00	71.07	0.00	818.89	0.00	50.00	0.00	0100-0000-341914
CCC	CONSOLIDATED COURT (	265	8,935.37	8,828.97	1,378.34	0.00	1,362.37	0.00	6,088.26	26.40	80.00	0.00	0399-0000-208160
CHS	COURTHOUSE SECURITY	265	672.02	664.04	103.48	0.00	102.19	0.00	458.37	1.98	6.00	0.00	0360-0000-341150
CHS2A	COURTHOUSE SECURITY	263	222.42	219.76	34.49	0.00	33.48	0.00	151.79	0.66	2.00	0.00	0361-0000-341154
CMI	CORRECTIONAL MANAG	1	0.50	0.50	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0399-0000-208730
COM	COMMITMENT	22	58.80	52.20	7.80	0.00	13.50	0.00	30.90	6.60	0.00	0.00	0100-0000-341804
CWF	WILLIAMSON COUNTY W	7	203.48	203.48	50.00	0.00	94.00	0.00	59.48	0.00	0.00	0.00	0100-0000-341804
FA	FUGITIVE APPREHENSIOI	1	5.00	5.00	0.00	0.00	0.00	0.00	5.00	0.00	0.00	0.00	0399-0000-208170
HWF	HUTTO POLICE DEPARTM	4	100.00	67.00	0.00	0.00	0.00	0.00	67.00	33.00	0.00	0.00	0100-0000-341804
IDF	INDIGENT DEFENSE FEE	261	440.86	435.54	66.99	0.00	66.97	0.00	301.58	1.32	4.00	0.00	0399.0000.208703
JCD	JUVENILE CRIME & DELI	1	0.50	0.50	0.00	0.00	0.00	0.00	0.50	0.00	0.00	0.00	0399-0000-208180
JCM	JUVENILE CASE MANAGI	253	1,081.68	1,071.68	167.47	0.00	165.93	0.00	738.28	0.00	10.00	0.00	0103690000370000
JCTF	JUSTICE COURT TECHNO	265	896.02	885.38	137.98	0.00	136.26	0.00	611.14	2.64	8.00	0.00	0372-0000-341144
JRF	STATE JURY REIMBURSE	263	889.70	879.06	137.98	0.00	133.94	0.00	607.14	2.64	8.00	0.00	0399-0000-208235
JSF	JUDICIAL SUPPORT FEE	263	1,330.58	1,314.62	204.97	0.00	200.92	0.00	908.73	3.96	12.00	0.00	0399-0000-208352
LPDWF	LEANDER POLICE DEPAR	2	19.80	19.80	0.00	0.00	0.00	0.00	19.80	0.00	0.00	0.00	0100-0000-341804
MISC	MISCELLANIOUS FEE	2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0355-0000-341100
MISC REV	MISCELLANIOUS REVENI	3	2.40	2.40	0.00	0.00	2.10	0.00	0.30	0.00	0.00	0.00	0100-0000-370500
MV	STATE CIVIL JUSTICE DA	156	14.04	14.04	2.11	0.00	2.57	0.00	9.36	0.00	0.00	0.00	0399-0000-208415
OGW	OVER GROSS WEIGHT	8	2,951.00	2,951.00	0.00	0.00	1,403.00	0.00	1,548.00	0.00	0.00	0.00	0399-0000-208850
REL	RELEASE	22	58.80	52.20	7.80	0.00	13.50	0.00	30.90	6.60	0.00	0.00	0100-0000-341804
RRWF	ROUND ROCK POLICE DE	2	100.00	100.00	0.00	0.00	50.00	0.00	50.00	0.00	0.00	0.00	0100-0000-341804
SPF	SPECIAL PROCESSING FE	24	4,502.87	4,502.87	0.00	0.00	250.00	0.00	4,252.87	0.00	0.00	0.00	0100-0000-341804
STF	STATE TRAFFIC FEE	137	3,680.68	3,680.68	527.70	0.00	788.10	0.00	2,364.88	0.00	0.00	0.00	0399-0000-208425
SUB	SUBPOENA FEE	8	29.30	29.30	15.00	0.00	2.90	0.00	11.40	0.00	0.00	0.00	0100-0000-341914
SUM	SUMMONS FEE	30	88.92	88.92	21.92	0.00	0.66	0.00	66.34	0.00	0.00	0.00	0100-0000-341914
TP	TIME PAYMENT	70	1,144.06	1,077.56	130.36	0.00	169.39	0.00	777.81	16.50	50.00	0.00	0399-0000-208860
TPDF	TRUANCY PREVENTION .	225	401.47	399.47	65.87	0.00	62.26	0.00	271.34	0.00	2.00	0.00	01-0399-0000-20803
TWFIN	TOLLWAY ADMINISTRAT	29	1,767.35	1,601.75	182.95	0.00	12.53	0.00	1,406.27	64.70	100.90	0.00	0100-0000-207027

TOTALS SUMMARY	3719	77,375.94	75,088.04	8,628.98	600.00	11,506.57	0.00	54,352.49	$1,200.00	1,087.90	0.00

Direct Deposit	$0.00			**HB2398**	$0.00	
Cash	$8,628.98			**CSR Credit**	$1,087.90	**Post for Refund** $0.00
Checks	$600.00			**Jail Credit**	$1,200.00	
Money Orders	$11,506.57					**Over Payments** $0.00
Credit Cards :	$54,352.49	**Escrow Payments**	$0.00	**Transaction Fee**	$0.00	**Non-Monetary** $0.00
TOTAL CURRENCY	$75,088.04	**ESCROW PAID**	$0.00	**TRAN. FEES**	$0.00	**TOTAL** $2,287.90	**TOTAL PAID** $0.00

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

Payment Register: GL Code Recap
Williamson County Justice of the Peace, Pct. 4
By Date 10/01/2016-10/31/2016

Date Printed: 11/9/2016
Time Printed: 12:59:29PM

GL CODE	GL CODE DESCRIPTION	CURRENCY	CREDIT CARD	OTHERSDIRECT DEPOSIT		HB 2398	TOTALS
01-0100-0000-207008		600.00	0.00	0.00	0.00	0.00	600.00
0100-0000-209600		85.00	255.00	0.00	0.00	0.00	340.00
0100-0000-341804		1,030.98	5,309.65	46.20	0.00	0.00	6,386.83
0100-0000-341911		0.00	50.00	0.00	0.00	0.00	50.00
0100-0000-341913		0.00	67.00	33.00	0.00	0.00	100.00
0100-0000-341914		272.25	902.78	50.00	0.00	0.00	1,225.03
0100-0000-351304		10,482.82	30,268.22	1,750.00	0.00	0.00	42,501.04
0100-0000-370500		2.10	0.30	0.00	0.00	0.00	2.40
0355-0000-341100		0.00	0.00	0.00	0.00	0.00	0.00
0360-0000-341150		205.67	458.37	7.98	0.00	0.00	672.02
0361-0000-341154		67.97	151.79	2.66	0.00	0.00	222.42
0372-0000-341144		274.24	611.14	10.64	0.00	0.00	896.02
0399-0000-208160		2,740.71	6,088.26	106.40	0.00	0.00	8,935.37
0399-0000-208170		0.00	5.00	0.00	0.00	0.00	5.00
0399-0000-208180		0.00	0.50	0.00	0.00	0.00	0.50
0399-0000-208235		271.92	607.14	10.64	0.00	0.00	889.70
0399-0000-208300		0.00	15.00	0.00	0.00	0.00	15.00
0399-0000-208352		405.89	908.73	15.96	0.00	0.00	1,330.58
0399-0000-208400		195.65	362.57	5.00	0.00	0.00	563.22
0399-0000-208425		1,315.80	2,364.88	0.00	0.00	0.00	3,680.68
0399-0000-208500		0.00	2.00	0.00	0.00	0.00	2.00
0399-0000-208730		0.00	0.50	0.00	0.00	0.00	0.50
0399-0000-208850		1,403.00	1,548.00	0.00	0.00	0.00	2,951.00
0399-0000-208860		299.75	777.81	66.50	0.00	0.00	1,144.06
0399.0000.208703		133.96	301.58	5.32	0.00	0.00	440.86
0399-0000-208415		4.68	9.36	0.00	0.00	0.00	14.04
0100-0000-207027		195.48	1,406.27	165.60	0.00	0.00	1,767.35
01.0100.0000.207017	DLQ FEE	286.15	871.02	0.00	0.00	0.00	1,157.17
0103690000370000	JUVENILE CASE MANAGER FUND	333.40	738.28	10.00	0.00	0.00	1,081.68
01-0399-0000-208034	TRUANCY PREVENTION AND DIVEI	128.13	271.34	2.00	0.00	0.00	401.47
TOTALS :		20,735.55	54,352.49	2,287.90	0.00	0.00	77,375.94

Detailed report has been sent to Auditor's Office.

Commissioners Court - Regular Session **15.**

Meeting Date: 11/29/2016

Treasurer Report Oct 2016

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

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval or ratification of monthly Treasurer's Report on Williamson County Finances for October 2016 pursuant to Texas Local Government Code § 114.026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Oct 2016 Treasurer Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 02:29 PM
Form Started By: Jerri Jones		Started On: 11/15/2016 02:10 PM
Final Approval Date: 11/15/2016		

TREASURER'S REPORT ON THE WILLIAMSON COUNTY FINANCES

IN THE MATTER OF COUNTY FINANCES
IN THE HANDS OF JERRI L. JONES
TREASURER OF WILLIAMSON COUNTY, TEXAS

COMMISSIONERS' COURT
WILLIAMSON COUNTY, TEXAS
IN REGULAR SESSION
NOVEMBER TERM 2016

IN ACCORDANCE with Section 114.026, Local Government Code, we the undersigned, constituting the entire Commissioners Court of said County, certify that on the 29th day of November, 2016, at the Regular term of Court, we compared and examined the monthly report of JERRI L. JONES, Treasurer of Williamson County, Texas, for **October 2016**, and finding the same correct, entered an order in the Minutes approving said Report, which states total cash and other assets on hand as $429,374,975.94.

Dan A. Gattis, County Judge

Lisa Birkman, Commissioner Pct. 1

Cynthia Long, Commissioner Pct. 2

Valerie Covey, Commissioner Pct. 3

Larry Madsen, Commissioner Pct. 4

SWORN TO AND SUBSCRIBED BEFORE ME, by Dan A. Gattis, County Judge, and County Commissioners of said Williamson County, each respectively, on this the _____day _____, A.D., 2016.

Attest: Nancy E. Rister, County Clerk
Clerk of the Commissioners Court in and for
Williamson County, Texas

By: Deputy

AGENDA DATE _____ AGENDA NUMBER _____

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements - Summary
Current Period: OCT-16

Currency: USD
Entity=01 (Williamson County)

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Operating				
Cash	9,875,675.62	97,784,785.45	106,649,866.34	1,010,594.73
Investments - TexPool	57,929,889.38	7,506,179.19	10,860,420.05	54,575,648.52
Investments	285,417,199.30	35,909,681.88	33,000,000.00	288,326,881.18
Investments - TexStar	4,238,961.51	1,512.77		4,240,474.28
Investments - Logic	87,151,278.41	17,907,720.82	26,947,638.52	78,111,360.71
Total General Operating	444,613,004.22	159,109,880.11	177,457,924.91	426,264,959.42
Payroll Fund				
Cash	2,164,050.31	11,864,646.72	12,500,509.20	1,528,187.83
Total Payroll Fund	2,164,050.31	11,864,646.72	12,500,509.20	1,528,187.83
SO Commissary Fund				
Cash	1,075,914.67			1,075,914.67
Investments - Texpool	505,914.02			505,914.02
Total SO Commissary Fund	1,581,828.69			1,581,828.69
Grand Total	448,358,883.22	170,974,526.83	189,958,434.11	429,374,975.94

WILLIAMSON COUNTY
Statement of Cash Receipts & Disbursements
Current Period: OCT-16

Currency: USD
Entity=01 (Williamson County)

Object	Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0100 GENERAL FUND	433,730.18	41,987,645.31	43,712,974.19	(1,291,598.70)
101000	0200 ROAD & BRIDGE GENERAL FUND	(70,365.52)	7,476,394.23	14,889,193.77	(7,483,165.06)
101000	0205 RD & BRIDGE SPECIAL PROJECTS	(12,875.68)	500.00	250.00	(12,625.68)
101000	0231 CAMPO PERSONNEL FUND			66,909.14	(66,909.14)
101000	0250 PASS THRU FUNDING PROGRAM	54,267.77		342.39	53,925.38
101000	0310 WM-FUTURE ENVIRONMENTAL LIAB	246,193.59			246,193.59
101000	0311 WM-MASTER SITE DEVELOPMENT	540,393.83			540,393.83
101000	0312 WM-COMMUNITY REC FACILITY	383,153.19			383,153.19
101000	0313 WM-CITY OF HUTTO & HUTTO ISD	388,227.53			388,227.53
101000	0340 TOBACCO FUND	69,904.36	600.96	600.88	69,904.44
101000	0350 LAW LIBRARY FUND	29,655.57	37,055.54	23,667.57	43,043.54
101000	0353 JP #3 TEEN COURT PROGRAM	1,694.14	10.00	581.75	1,122.39
101000	0355 COURT REPORTER SERVICE FUND	71,868.69	17,987.74	12,750.37	77,106.06
101000	0360 COURTHOUSE SECURITY FUND	65,336.03	37,235.41	27,731.72	74,839.72
101000	0361 JP SECURITY FUND	127,706.45	2,289.36	2,497.68	127,498.13
101000	0365 CHILD SAFETY FUND	300,807.23	99,153.27	49,519.50	350,441.00
101000	0366 CHILD ABUSE PREVENTION FUND	209.29	22.64	11.32	220.61
101000	0367 JP #3 TRUANCY PROGRAM FD	107,479.13	7,733.94	8,465.06	106,748.01
101000	0368 JP #2 TRUANCY PROGRAM FD	68,977.53	570.32	295.16	69,252.69
101000	0369 JP #4 TRUANCY PROGRAM FD	80,773.15	2,246.78	1,123.39	81,896.54
101000	0370 ALTERNATE DISPUTE RESOLUTION FUND	74,315.08	3,597.54	4,273.06	73,639.56
101000	0371 JUV DELIQ PREV FD-GRAFFITI	8,169.67			8,169.67
101000	0372 JUSTICE COURT TECHNOLOGY FUND	3,263.26	9,181.32	7,836.02	4,608.56
101000	0373 JP #1 TRUANCY PROGRAM FD	25,188.74	1,050.86	520.43	25,719.17
101000	0374 CTY & DIST CT TECHNOLOGY FUND	72,786.68	1,565.24	782.62	73,569.30
101000	0375 ELECTION SRVS CONTRACT FD	161,111.13	52,989.94	29,119.40	184,981.67
101000	0376 SURPLUS ELECTIONS CONTRACT FUND	222,288.06		5,071.94	217,216.12
101000	0377 ELECTION CHAPTER 19 FUND	(985.50)		3,451.50	(4,437.00)
101000	0378 ELECTION HAVA - TITLE II	438,474.31		1,819.24	436,655.07
101000	0380 PROBATE COURT FUND	47,092.91	960.00	480.00	47,572.91
101000	0381 GUARDIANSHIP FUND	126,250.58	3,920.00	1,960.00	128,210.58
101000	0382 SPECIALITY COURTS FUND	156,203.91	2,072.00	48,556.53	109,719.38
101000	0384 RCDS ARCHIVE FUND - CO CLERK	208,395.04	99,400.00	102,326.46	205,468.58
101000	0385 RCDS MGMT/PRSRV FD-CO CLRK	153,454.86	209,532.61	161,571.40	201,416.07
101000	0386 RCDS MGMT/PRSRV FD-DIST CLRK	185,400.91	4,979.44	2,489.72	187,890.63
101000	0387 RCDS TECHNOLOGY FUND-DIST CLK	258,488.72	9,576.28	4,788.14	263,276.86
101000	0388 COURT RCDS PRESERVATION FUND	469,183.03	13,526.24	6,763.12	475,946.15
101000	0390 RCDS MGMT/PRSRV FD-CO WIDE	97,889.53	16,656.28	12,819.49	101,726.32
101000	0399 STATE AGENCY FUND	677,114.44	495,648.16	925,078.29	247,684.31
101000	0406 CO ATTY HOT CHECK FUND	8,810.12	2,426.10	1,213.05	10,023.17
101000	0407 D/A WELFARE FRAUD FUND	1,338.50			1,338.50
101000	0408 D/A ASSET FORFEITURES	112,748.25	12,347.56	8,367.03	116,728.78
101000	0410 CO SHRF ASSET FORFEITURES	418,637.65	11,671.74	9,506.54	420,802.85
101000	0490 EMPLOYEE FUND	60,880.72	648.50	484.25	61,044.97
101000	0503 OUT OF ST/ICE INMATE BILL FD	1,587,135.79		1,587,135.79	
101000	0507 WC RADIO COMMUNICATION SYSTEM	134,313.45	165,188.03	143,731.10	155,770.38
101000	0508 WMSN CO CONSERVATION FUND	197,577.25	71,047.08	52,962.42	215,661.91
101000	0512 AVAILABLE SCHOOL FUND	39.26			39.26

Currency: USD
Entity=01 (Williamson County)

Object	Fund		Beginning Balance	Receipts	Disbursements	Ending Balance
101000	0515	APPELLATE JUDICIAL SYS FD	3,224.90	6,175.94	6,312.87	3,087.97
101000	0545	REGIONAL ANIMAL SHELTER	(182,492.28)	466,789.14	342,652.06	(58,355.20)
101000	0546	REG ANIMAL SHELTER DONATION FUND	344,603.10	67,862.90	41,833.94	370,632.06
101000	0571	JJAEP TIER II FUNDING	342,891.98		170.00	342,721.98
101000	0600	DEBT SERVICE-COUNTY WIDE	463,542.91	5,380,853.94	2,692,102.35	3,152,294.50
101000	0636	WC HISTORICAL COMMISSION PROGRAM FUND	8,597.94	100.00	1,675.22	7,022.72
101000	0777	CAPITAL PROJECTS FUND	290,202.88	33,904,443.25	34,052,536.78	142,109.35
101000	0852	AVERY RANCH FUND		54,796.18	32,784.09	22,012.09
101000	0853	PEARSON PLACE RD DIST OPERATING FUND		4,564,346.30	4,564,346.30	
101000	0854	PEARSON PLACE RD DIST DEBT SERVICE FUND		9,010.76	4,505.38	4,505.38
101000	0875	SO COMMISSARY FUND	1,075,914.67			1,075,914.67
101000	0880	PAYROLL FUND	2,164,050.31	11,864,646.72	12,500,509.20	1,528,187.83
101000	0882	FLEET MAINTENANCE	845,684.66	266,245.35	244,695.44	867,234.57
101000	0885	WSMN CO BENEFITS FUND	192,873.42	1,830,364.35	2,036,569.65	(13,331.88)
101000	0999	INDIRECT PROJECTS/GRANTS FD	(1,226,156.70)	376,366.92	709,660.83	(1,559,450.61)
Total Cash			13,115,640.60	109,649,432.17	119,150,375.54	3,614,697.23
151000	0100	GENERAL FUND	38,187.11	126.28	5,386.00	32,927.39
151000	0200	ROAD & BRIDGE GENERAL FUND	24,595.12	8.03		24,603.15
151000	0340	TOBACCO FUND	8,455.99	2.79		8,458.78
151000	0350	LAW LIBRARY FUND	302,280.67	98.22		302,378.89
151000	0355	COURT REPORTER SERVICE FUND	1,091,072.22	354.73		1,091,426.95
151000	0360	COURTHOUSE SECURITY FUND	128,172.61	41.69		128,214.30
151000	0365	CHILD SAFETY FUND	366,058.27	118.98	114.27	366,062.98
151000	0370	ALTERNATE DISPUTE RESOLUTION FUND	220,918.91	71.85		220,990.76
151000	0372	JUSTICE COURT TECHNOLOGY FUND	463,859.98	150.80		464,010.78
151000	0384	RCDS ARCHIVE FUND - CO CLERK	1,913,861.67	622.16		1,914,483.83
151000	0385	RCDS MGMT/PRSRV FD-CO CLRK	1,884,479.58	612.65		1,885,092.23
151000	0390	RCDS MGMT/PRSRV FD-CO WIDE	425,786.28	138.42		425,924.70
151000	0408	D/A ASSET FORFEITURES	123,345.38	40.08		123,385.46
151000	0410	CO SHRF ASSET FORFEITURES	355,902.56	115.69		356,018.25
151000	0508	WMSN CO CONSERVATION FUND	1,240,201.84	403.19		1,240,605.03
151000	0600	DEBT SERVICE-COUNTY WIDE	516,317.81	167.88		516,485.69
151000	0875	SO COMMISSARY FUND	505,914.02			505,914.02
151000	0999	INDIRECT PROJECTS/GRANTS FD	1,686.38	0.62		1,687.00
151100	0100	GENERAL FUND	19,047,879.01	879,181.96	7,600,000.00	12,327,060.97
151100	0200	ROAD & BRIDGE GENERAL FUND	6,761,938.88	6,605,032.00	1,954,625.00	11,412,345.88
151100	0310	WM-FUTURE ENVIRONMENTAL LIAB	970,219.68	595.76		970,815.44
151100	0340	TOBACCO FUND	1,758,925.83	1,080.02		1,760,005.85
151100	0600	DEBT SERVICE-COUNTY WIDE	5,207,452.31	3,197.50		5,210,649.81
151100	0852	AVERY RANCH FUND	8,413.34	5,391.92		13,805.26
151100	0885	WSMN CO BENEFITS FUND	3,196,740.89	1,962.86		3,198,703.75
151160	0777	CAPITAL PROJECTS FUND	250,070.73	142.00	29,054.54	221,158.19
151161	0777	CAPITAL PROJECTS FUND	398,944.58	244.98		399,189.56
151162	0777	CAPITAL PROJECTS FUND	10,792,004.17	6,135.64	1,271,240.24	9,526,899.57
151902	0852	AVERY RANCH FUND	432,117.58	140.49		432,258.07

Currency: USD
Entity=01 (Williamson County)

Object Fund	Beginning Balance	Receipts	Disbursements	Ending Balance
Total TexPool/TexPool Prime	58,435,803.40	7,506,179.19	10,860,420.05	55,081,562.54
152000 0100 GENERAL FUND	67,497,240.50	6,990,326.39	12,000,000.00	62,487,566.89
152000 0200 ROAD & BRIDGE GENERAL FUND	13,969,711.04	4,954,625.00	3,000,000.00	15,924,336.04
152000 0250 PASS THRU FUNDING PROGRAM	24,033,685.92			24,033,685.92
152000 0340 TOBACCO FUND	1,986,422.21			1,986,422.21
152180 0777 CAPITAL PROJECTS FUND	128,037,320.26	15,011,455.49	9,000,000.00	134,048,775.75
152181 0777 CAPITAL PROJECTS FUND	9,921,213.90			9,921,213.90
152182 0777 CAPITAL PROJECTS FUND	39,971,605.47	8,953,275.00	9,000,000.00	39,924,880.47
Total Investments	285,417,199.30	35,909,681.88	33,000,000.00	288,326,881.18
154000 0250 PASS THRU FUNDING PROGRAM	4,238,961.51	1,512.77		4,240,474.28
Total TexStar	4,238,961.51	1,512.77		4,240,474.28
153500 0100 GENERAL FUND	3,773,081.35	17,687,790.10	8,171,507.50	13,289,363.95
153500 0853 PEARSON PLACE RD DIST OPERATING FUND	5,263,199.46	1,457.96	4,564,346.30	700,311.12
153500 0854 PEARSON PLACE RD DIST DEBT SERVICE FUND	156,294.47	107.70		156,402.17
153780 0777 CAPITAL PROJECTS FUND	36,561,073.87	144,416.81	11,798,636.26	24,906,854.42
153781 0777 CAPITAL PROJECTS FUND	21,208,777.51	13,453.95	1,922,997.92	19,299,233.54
153782 0777 CAPITAL PROJECTS FUND	20,188,851.75	60,494.30	490,150.54	19,759,195.51
Total Logic	87,151,278.41	17,907,720.82	26,947,638.52	78,111,360.71
Grand Total	448,358,883.22	170,974,526.83	189,958,434.11	429,374,975.94

Commissioners Court - Regular Session **16.**

Meeting Date: 11/29/2016

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 attached documentation

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Items

Form Review

Inbox	Reviewed By	Date
Budget Office	Ashlie Koenig	11/22/2016 07:57 AM
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:11 AM
Form Started By: Tara Raymore		Started On: 11/21/2016 01:35 PM
Final Approval Date: 11/22/2016		

Department	PCN	EE ID	Budget Amount	Requested *	Increase Amount	% Increase	Reason for Change	Salaries From	Oracle Effective Date
Building Maintenance	0234	Vacant	$36,587.20	N/A	N/A	N/A	Title & Grade change: Access Control Tech I (B.18) to Access Control Tech II (B.20)	no salary change	11/18/2016
Building Maintenance	0246	Vacant	$51,489.98	N/A	N/A	N/A	Title & Grade change: HVAC Tech III (B.23) to HVAC Tech I (B.18)	no salary change	11/18/2016
Juvenile Services	1152	13677	$39,000.00	$40,560.00	$1,560.00	4.00%	Merit	Unallocated 001100	12/16/2016
Juvenile Services	1071	13685	$34,112.00	$35,476.48	$1,364.48	4.00%	Merit	Unallocated 001100	12/16/2016
Juvenile Services	1074	13684	$34,112.00	$35,476.48	$1,364.48	4.00%	Merit	Unallocated 001100	12/16/2016
Juvenile Services	1076	13686	$34,112.00	$35,476.48	$1,364.48	4.00%	Merit	Unallocated 001100	12/16/2016
Juvenile Services	1153	13674	$43,000.01	$44,720.00	$1,719.99	4.00%	Merit	Unallocated 001100	12/2/2016
Magistrates Office	0182	13851	$34,944.00	N/A	N/A	N/A	Title & Grade change: Indigent Defense Clerk (B.17) to Indigent Defense Specialist (B.19)	no salary change	11/18/2016
Magistrates Office	0183	Vacant	$33,280.00	N/A	N/A	N/A	Title change: Indigent Defense Clerk III to Indigent Defense Specialist	no salary change	11/18/2016
Sheriffs Office	1763	Vacant	$53,320.54	$73,197.62	$19,877.08	37.28%	Grade change: L1.1 to L1.18 due to tenure	Unallocated 001105	11/18/2016

*Amounts may vary slightly due to rounding in Oracle

Commissioners Court - Regular Session **17.**

Meeting Date: 11/29/2016

Correction of Agenda Item 10 from 10-8-2016 Agenda

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on correcting Item No.10 of the Williamson County Commissioners Court Session of November 8, 2016 in order to replace the Compensation Items attachment of such item with a revised Compensation Items attachment that sets out the correct effective dates of compensation changes for the MOT positions listed therein.

Background

See attached compensation changes with corrected effective date. The date should reflect the first day of the pay period which is 11/4/2016 but incorrectly stated 11/8/2016.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Correction

Form Review

Inbox	Reviewed By	Date
Budget Office	Ashlie Koenig	11/22/2016 07:57 AM
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:11 AM
Form Started By: Tara Raymore		Started On: 11/21/2016 01:39 PM
Final Approval Date: 11/22/2016		

Department	PCN	EE ID	Budget Amount	Requested	Increase Amount	% Increase	Reason for Change	Salaries From	Oracle Effective Date
MOT	1187	10931	$53,987.96	$56,687.36	$2,699.40	5%	Merit	Unallocated 001100	11/4/2016
MOT	1183	12327	$51,178.15	$53,737.06	$2,558.91	5%	Merit	Unallocated 001100	11/4/2016
MOT	1185	13255	$44,907.99	$47,153.39	$2,245.40	5%	Merit	Unallocated 001100	11/4/2016
MOT	1624	13126	$43,591.70	$44,899.46	$1,307.76	3%	Merit	Unallocated 001100	11/4/2016
MOT	1184	13083	$45,704.82	$47,990.06	$2,285.24	5%	Merit	Unallocated 001100	11/4/2016

Commissioners Court - Regular Session **18.**

Meeting Date: 11/29/2016

Southwest Williamson County Regional Park Train Station Wastewater Improvements

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Work Authorization No. 4 under Williamson County Contract for Surveying Services between Walker Texas Surveyors, Inc. and Williamson County dated February 18, 2015 for Southwest Williamson County Regional Park, Train Station Wastewater Improvements for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Walker - WA 4- SW Reginal Park - FACILITIES

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 08:13 AM
Form Started By: Sarah Ramos		Started On: 11/14/2016 11:15 AM
Final Approval Date: 11/15/2016		

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 4
PROJECT: Southwest Williamson County Regional Park, Train Station Wastewater Improvements

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

Part1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$5,830.00**.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **April 30, 2017**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

Walker Texas Surveyors, Inc.

By: Karen J. Walker
Signature

Karen J. Walker
Printed Name

President
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 Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A

Services to be Provided by County

1. Provide the specification requirements for all surveys
2. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Attachment C.
3. Designate a project manager to serve as the Counties point of contact with the Surveyor.
4. Provide Aluminum caps for Iron Rods, if applicable.
5. Provide Brass Disc's for flush mount ROW markers, if applicable.

Attachment B

Services to be Provided by Surveyor

DETAILED LIMITS OF PROJECT

- Provide Design Topographic Survey for wastewater improvements within a portion of the Southwest Williamson County Regional Park, Williamson County, Texas being in the general area of the park train and maintenance shop. (shown on attached map) located within Williamson County, Texas.

HORIZONTAL and VERTICAL CONTROL

- Walker Texas Surveyors (WTS) will expand control established as part of previous Work Authorization #3 plus add up to 2 Control Monuments along proposed route unless otherwise requested.

TOPOGRAPHIC FIELD SURVEY

- WTS will densify the previously established Primary Control, as needed to complete this scope of services, by utilizing Network OPS, Robotic and /or Conventional traversing methods.

- Design Topographic Survey will be performed with same "Survey Checklist" prepared by Waeltz & Prete, Inc., and used in Work Authorization #3

- Project is noted as Option 2 as outlined on attached map in green.

- WTS will quality check the project to insure accuracy and completeness.

PRODUCTION OF SURVEY DELIVERABLES

- WTS will prepare all digital deliverables in AutoCAD file format including TIN (surface). Copies of Survey field notes and supporting electronic data will be archived and made available upon request.

- WTS will deliver the specified files stated above after the completion of this project.

Attachment C

Work Schedule

Work schedules will be developed prior to Notice-to-Proceed (NTP) and submitted to the County in the form of a Memorandum of Understanding. Should the schedule be acceptable, a written NTP will be delivered to the Surveyor.

Anticipated NTP: XXXXXXXX To Be Determined (TBD)

Anticipated Field Stat: Immediately upon written NTP.

Anticipated Delivery of Phase 1 on or Before: 3 to 4 weeks after NTP or per needs of project as coordinated by the Surveyor

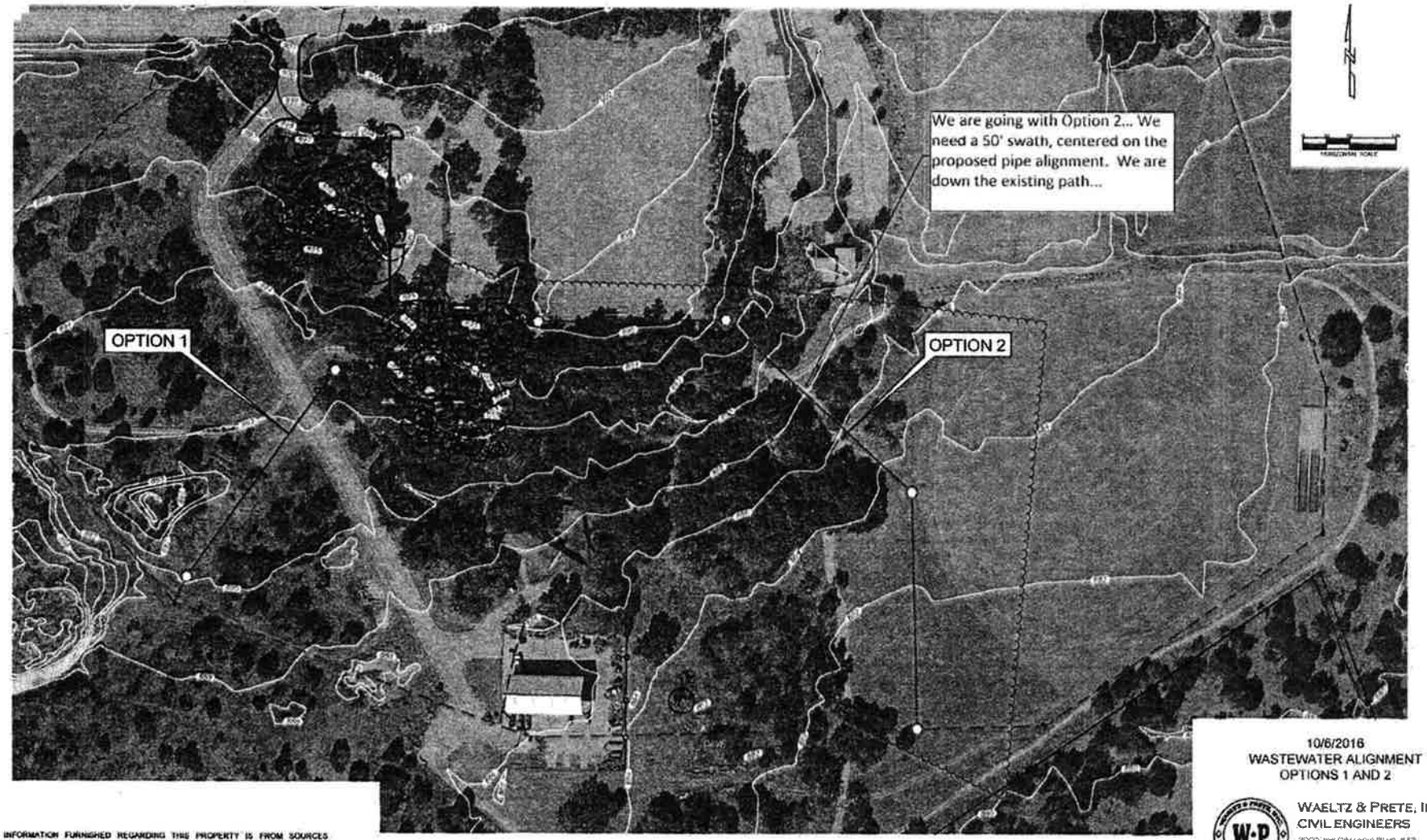
Wilco Work Authorization #4
Wastewater Improvements SW Regional Park Train
COUNTY: Williamson
LIMITS: Design Topo for Wastewater Improvements

Walker Texas Surveyors, Inc.
P. O. Box 324
Cedar Park, TX 78630
512/259-3361

ATTACHMENT D
FEE SCHEDULE

31-Oct-16

Service	2 Crew	3 Crew	4 Crew	Add Person	PM	RPLS	Field Cor	Tech	GPS Recv	GPS Tech	Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr	**150**	**185**	**220**	**35**	**145**	**130**	**85**	**85**	**30**	**85**	**60**	**100**			
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Phase 1															
Design Topo Survey of Route per Engineer	24					3		16			3	3			
Subtotal	24	0	0	0	0	3	0	16	0	0	3	3		0	
Total	**3600**	**0**	**0**	**0**	**0**	**390**	**0**	**1360**	**0**	**0**	**180**	**300**	**5830**	**0**	**5830**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Grand Total	**3600**	**0**	**0**	**0**	**0**	**390**	**0**	**1360**	**0**	**0**	**180**	**300**	**5830**	**0**	**5830**
Reimburseables:															



10/6/2016
WASTEWATER ALIGNMENT
OPTIONS 1 AND 2

WAELTZ & PRETE, INC.
CIVIL ENGINEERS
3500 JOE DIMAGGIO BLVD. #12
ROUND ROCK, TX 78665
PH (512) 605-8825
FIRM TX REG #F-10358

ALL INFORMATION FURNISHED REGARDING THIS PROPERTY IS FROM SOURCES DEEMED RELIABLE. HOWEVER, WAELTZ & PRETE, INC. HAS NOT INDEPENDENTLY VERIFIED ANY OF THESE SOURCES. NO WARRANTY OR GUARANTEE IS MADE BY WAELTZ & PRETE, INC. AS TO THE ACCURACY. THE INFORMATION SHOWN IS CONCEPTUAL IN NATURE AND DOES NOT REPRESENT ANY REGULATORY APPROVAL.

Attachment D

Fee Schedule

HOURLY RATES – Walker Texas Surveyors

Classification	Rates
RPLS	$130.00 per hour
Project Manager	$145.00 per hour
Survey Technician	$85.00 per hour
GPS Data Processing	$85.00 per hour
CAD Draftsman	$75.00 per hour
Research	$60.00 per hour
Administrative	$60.00 per hour
Expert Witness/Testimony/Deposition Services	$1,000.00 per day
One (1) Person Field Crew with Robotic	$120.00 per hour
Two (2) Person Field Crew Conventional or GPS	$150.00 per hour
Additional Crewmember	$35.00 per hour
GPS Receiver (unmanned)	$30.00 per hour
Extra Vehicle,Flat Bottom Boat, 4 Wheeler	$100.00 per day

Direct Expenses	
Transportation:	
By Firm's Passenger Vehicles (Note 1)	IRS Rate
By Firm's Survey Trucks (Notes 1, 2, 3, & 4)	
Subsistence of out-of-city work	$150.00 min. per day per person based on cost
Reproduction and Printing by Firm, Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Cost

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Crew stand-by time will be charged for at the above-shown appropriate rates.

Commissioners Court - Regular Session **19.**

Meeting Date: 11/29/2016

HDR Inc Work Authorization 2 for Traffic Signal Warrant Studies

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between HDR, Inc. and Williamson County dated October 8, 2015 for Traffic Signal Warrant Studies for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HDR - WA 2 - Traffic Signal Warrant Studies

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 08:13 AM
Form Started By: Sarah Ramos		Started On: 11/14/2016 12:55 PM
Final Approval Date: 11/15/2016		

WORK AUTHORIZATION NO. 2

PROJECT: Traffic Signal Warrant Studies

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **October 8, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HDR, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$16,290.60.**

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 **September 30, 2017**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
HDR, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
RASHED ISLAM Printed Name	_____ Printed Name
VICE PRESIDENT Title	_____ 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

Attachment A - Services to be Provided by County

The **COUNTY** shall furnish to the **ENGINEER** the following items as required:

1. Meet with the **ENGINEER** as needed to discuss project.

2. Current CAD files and/or as-built drawings for the following intersections:
   a. Anderson Mill Road and Amasia Drive
   b. Anderson Mill Road and Osborne Drive

3. Crash history data for the most recent thirty-six (36) months for the intersections listed above.

4. Timely review and decisions necessary for the **ENGINEER** to maintain the contracted project schedule.

Attachment B - Services to be Provided by Engineer

HDR Engineering, Inc. **(ENGINEER)** will perform traffic signal warrant studies at the intersections listed below.

1. Anderson Mill Road and Amasia Drive
2. Anderson Mill Road and Osborne Drive

The following tasks will be conducted to complete the study.

A. FEASIBILITY, ROUTE, AND DESIGN STUDIES (FUNCTION CODE 110)

TASK 1: Project Management
The **ENGINEER** will coordinate with the **COUNTY** as necessary for successful completion of the work assignment. The following tasks will be completed:

- Coordinate with the **COUNTY** and project team to obtain project details.
- Attend one (1) meeting to discuss project progress and to present study results.
- Submit monthly invoices.

TASK 2: Data Collection
The **ENGINEER** will obtain necessary traffic data and information to complete existing conditions operational analysis of the intersections listed above. The following tasks will be completed:

- Collect 12-hour manual turning movement counts from 6:00 AM to 6:00 PM on a typical weekday (Tuesday, Wednesday, or Thursday), at the study intersections. Counts will be recorded at 15-minute and hourly intervals and will include pedestrian volumes.
- Collect 24-hour automated approach traffic counts, broken into 15-minute and hourly intervals, concurrently with the turning movement counts, at the study intersections.
- Perform a field review of the study intersections to document existing geometrics, lane use, traffic controls, and operational characteristics.
- Collect crash data from the Texas Department of Transportation Traffic Operations Division (TRF) for the most recent thirty-six (36) month period of available data.

TASK 3: Traffic Signal Warrant Studies
The ENGINEER will complete the signal warrant analyses for the study intersections and document all results and conclusions in a warrant analysis report. The following tasks will be completed:

- Perform traffic signal warrant analysis, based on the guidelines provided in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Complete the TxDOT form "Traffic Survey Count Analysis" for the study intersections for inclusion in the report.
- Develop recommendations for traffic control at the study intersections based on the results of the warrant analysis, field observations, and engineering judgment.

TASK 4: Preparation of Technical Memorandum

The **ENGINEER** will summarize results of the traffic signal warrant studies in a technical memorandum. The memorandum will include the following information for the study intersections:

- Documentation of study methodology
- Hourly approach volumes
- Results of signal warrant analysis
- Conclusions and recommendations
- TxDOT form: Traffic Survey – Count Analysis
- Other supporting documentation used to perform analyses

DELIVERABLES:

- Draft Technical Memorandum
- Final Technical Memorandum

PROJECT NAME: Williamson County, Anderson Mill Road Warrant Studies

TASK	TASK DESCRIPTION	SR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	CAD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS.	TOTAL LABOR COST
FC 110	FEASIBILITY, ROUTE, AND DESIGN STUDIES									
1	PROJECT MANAGEMENT		8					8	16	$2,080.00
2	TRAFFIC DATA COLLECTION AND REVIEW		2	4		8			14	$1,910.00
3	TRAFFIC WARRANT ANALYSIS		4	12		24			40	$5,340.00
4	PREPARATION OF TECHNICAL MEMORANDUM		4	6		24		2	36	$4,570.00
	HOURS SUB-TOTALS	0	18	22	0	56	0	10	106	$13,900.00
	CONTRACT RATE	$240.00	$195.00	$150.00	$125.00	$115.00	$90.00	$65.00		
	TOTAL LABOR COSTS	$0.00	$3,510.00	$3,300.00	$0.00	$6,440.00	$0.00	$650.00		$13,900.00
	SUBTOTAL									$13,900.00

Direct Cost	Contract Rate	Unit	Quantity	Amount
Standard Postage	0.46	each	0	$0.00
Hazardous Materials Database Search	$2,000	each	0	$0.00
CADD Plotting	$7.50	LF	0	$0.00
Mylar Plots	$3.00	LF	0	$0.00
Digital Ortho Plotting	$7.50	LF	0	$0.00
8 1/2"x11" B/W Paper Copies	$0.10	Sheet	400	$40.00
8 1/2"x11" Color Paper Copies	$1.00	Sheet	200	$200.00
11"x17" B/W Paper Copies	$0.15	Sheet	0	$0.00
Turning Movement Counts	$50.00	Hour	24	$1,200.00
Roadway Tube (per counter/24 Hours)	$125.00	each/day	7	$875.00
Mileage	$0.54	Per Mile	140	$75.60

SUB-TOTAL DIRECT COST	$2,394.10
SUB-TOTAL LABOR	$13,900.00
TOTAL HOURLY NTE COST	$16,290.60

Attachment C - Work Schedule

Attachment D - Fee Schedule

Year	2016								2017								
Month:	NOV				DEC				JAN					FEB			
Week of:																	
Task	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26
Project Management																	
Notice to Proceed																	
Project Management																	
Traffic Engineering Studies																	
Traffic Warrant Studies																	
Meeting with County																	
Data Collection/Reduction																	
Field Review																	
Warrant Analysis																	
Preparation of Draft Tech Memo																	
County Draft Review																	
Preparation of Final Tech Memo																	

Commissioners Court - Regular Session **20.**

Meeting Date: 11/29/2016

Discuss consider and take appropriate action on approval of the preliminary plat for the Heights at Brushy Creek subdivision - Pct 4

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the preliminary plat for the Heights at Brushy Creek subdivision - Pct 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

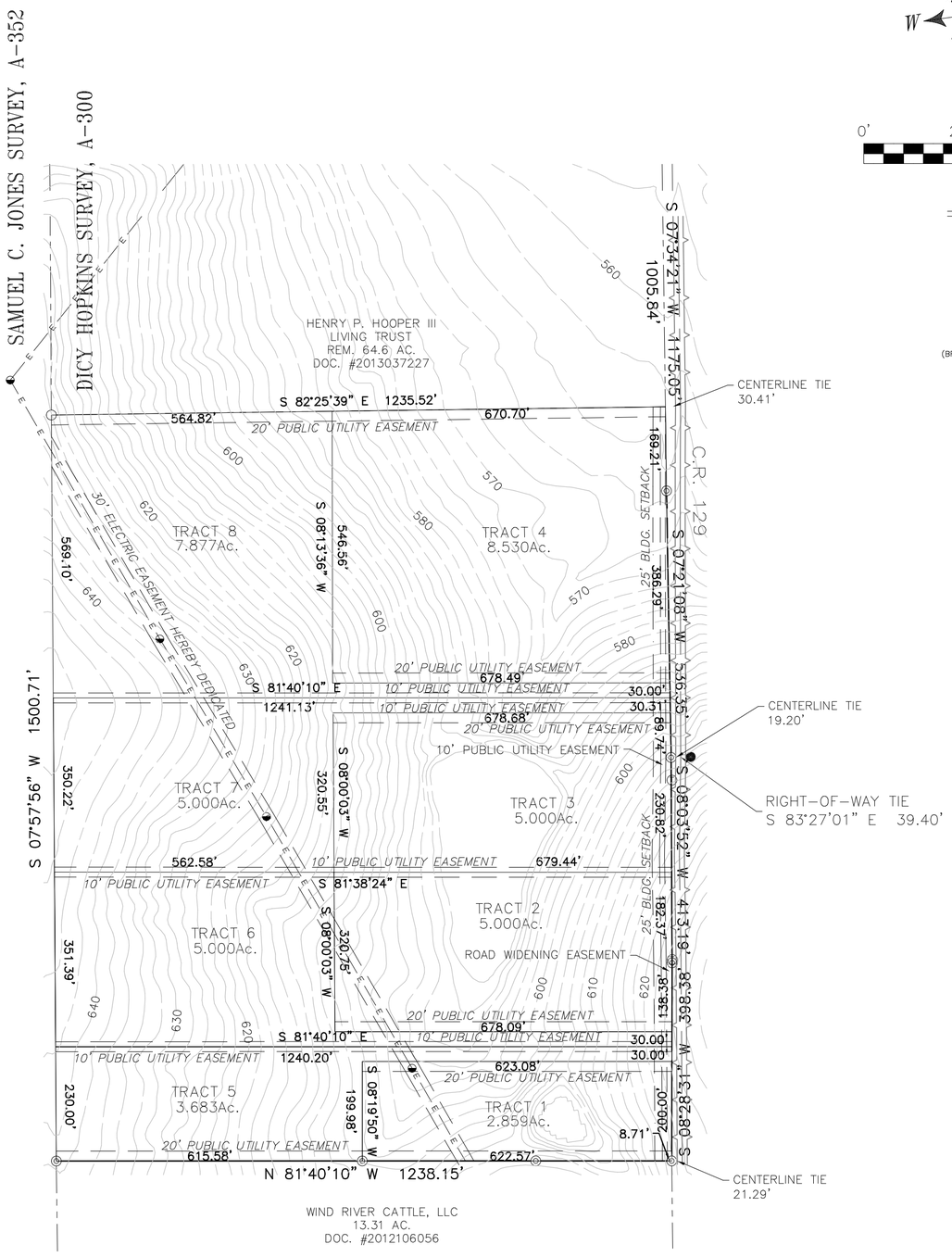
Attachments

Heights at Brushy Creek

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:17 PM
Form Started By: Katheryn Cromwell		Started On: 11/21/2016 01:33 PM
Final Approval Date: 11/21/2016		

THE HEIGHTS AT BRUSHY CREEK
PRELIMINARY PLAT



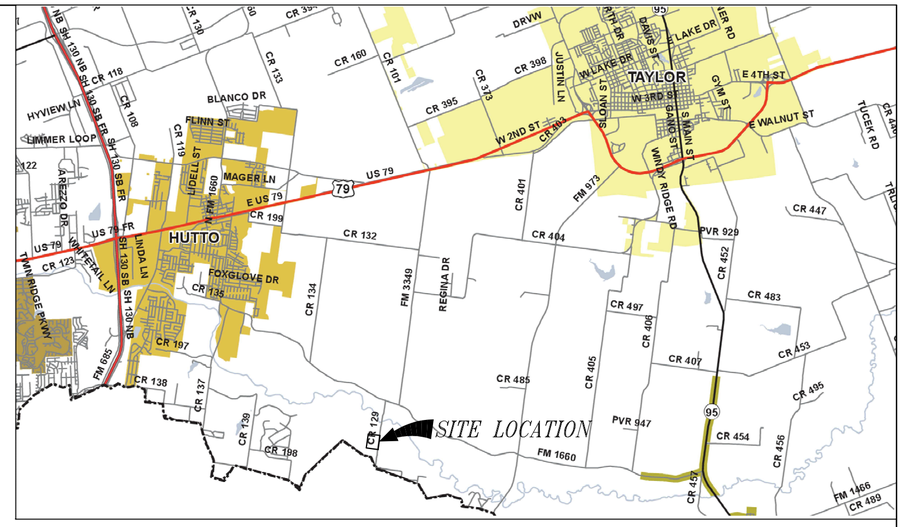
WYNETTE N. LESSNER
87.23 AC.
DOC. #2012085476

N
W JAMES E. GARON LAND SURVEYORS & ASSOCIATES E
S

0' 200' 400' 600'

LEGEND

⊗	CALCULATED POINT
●	1/2" REBAR FOUND
○	1/2" REBAR SET W/CAP STAMPED J.E. GARON RPLS 4303
▲	MAG NAIL FOUND
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE
◑	POWER POLE
(BRG.–DIST.)	RECORD CALL



LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION: BEING 42.951 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE DICY HOPKINS SURVEY, ABSTRACT 300 IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 35.453 ACRE TRACT OF LAND AND A PORTION OF THAT CERTAIN 64.6 ACRE TRACT OF LAND CONVEYED TO THE HENRY P. HOOPER III LIVING TRUST BY DEED RECORDED IN DOCUMENT #2013037227 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 42.951 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN AUGUST, 2015:

BEGINNING at a 1/2" iron rod with cap stamped ?Forest RPLS1847? found on the westerly line, as fenced, of CR 129 for the southeasterly corner hereof and said Hooper 35.453 acre tract and the northeast corner of that certain 13.31 acre tract of land conveyed to Wind River Cattle, LLC by deed recorded in Doc. #2012106056 of said official records;

THENCE N 81°40'10" W a distance of 1238.15 feet along the north line of said Wind River Cattle, LLC 13.31 acre tract to a 1/2" iron rod with cap stamped ?Forest RPLS1847? found on the east line of that certain 87.23 acre tract of land conveyed to Wynette N. Lessner by deed recorded in Document 2012085476 of said official records for the northwest corner of said Wind River Cattle, LLC 13.31 acre tract and the southwest corner hereof and said Hooper 35.453 acre tract;

THENCE N 07°57'56" E, passing a calculated point for the northwest corner of said Hooper 35.453 acre tract and southwest corner of said Hooper 64.6 acre tract at a distance of 1341.58 feet and continuing for a total distance of 1500.71 feet to a 1/2" iron rod with cap stamped ?JE Garon RPLS4303? set for the northwest corner hereof;

THENCE S 82°25'39" E a distance of 1235.52 feet to a 1/2" iron rod with cap stamped ?JE Garon RPLS4303? set on the west margin of CR 129 for the northeast corner hereof;

THENCE with the west margin of CR 129 the following four (4) calls:

1) S 07°34'21" W a distance of 169.21 feet to a 1/2" iron rod with cap stamped ?Forest RPLS1847? found for the northeast corner of said 35.453 acre tract and the southeast corner of said 64.6 acre tract;
2) S 07°21'08" W a distance of 536.35 feet to a 1/2" iron rod with cap stamped ?Forest RPLS1847? found for angle point;
3) S 08°03'52" W a distance of 413.19 feet to a 1/2" iron rod with cap stamped ?Forest RPLS1847? found for angle point;
4) S 08°28'31" W a distance of 398.38 feet to the POINT OF BEGINNING, containing 42.951 acres of land, more or less and as shown.

I, JAMES E. GARON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT PLAT COMPLIES WITH ALL OF THE APPLICABLE CODES AND ORDINANCES; IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

JAMES E. GARON
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 4303
P.O. BOX 1917
BASTROP, TEXAS 78602
PH. 512-303-4185
FAX 512-321-2107
JAMESEGARON.COM

DATE

PLAT NOTE:

LOTS 5, 6, 7 & 8 MAY NOT BE FURTHER SUBDIVIDED.

42.951 Ac.

THE HEIGHTS AT BRUSHY CREEK
PRELIMINARY PLAT

PAGE 1 OF 2

FILE: Server\Co\Wm\Surveys\DICY HOPKINS\51315-PLAT

OCT. 14, 2016
REVISED: NOV. 7, 2016

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
www.jamesegaron.com
jgaron@austin.rr.com

THE HEIGHTS AT BRUSHY CREEK
PRELIMINARY PLAT

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS

THAT WE, THE HEIGHTS AT BRUSHY CREEK, LLC, A TEXAS LIMITED LIABILITY CO., ACTING HEREIN AND THROUGH BOYD DEVELOPMENT, INC., MANAGER, OWNERS OF 42.951 ACRES OF LAND OUT OF THE DICY HOPKINS SURVEY, ABSTRACT NO. 300 IN WILLIAMSON COUNTY, TEXAS AND AS CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2015106792, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS , DO HEREBY SUBDIVIDE SAID 42.951 ACRE TRACT OF LAND AS SHOWN HEREON; DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON; DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS THE HEIGHTS AT BRUSHY CREEK.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 2016.

_____
BOYD DEVELOPMENT, INC.
GAVIN BOYD, PRESIDENT
P.O. BOX 431
CEDAR PARK, TEXAS 78630
713-398-9254
mrobertson@arcinvesting.com

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GAVIN BOYD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

_____
NOTARY PUBLIC, STATE OF TEXAS

_____
NAME (PRINT)
MY COMMISSION EXPIRES:

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THERE PRESENTS:

THAT WE, SR1 FUND, LLC, A LIEN HOLDER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE OF 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:

FLORENCE RANCHETTES

WITNESS MY HAND THIS THE_____DAY OF_____, 2016, A.D.

_____
BENJAMIN K. WILLIAMS
TRUSTEE, SR1 FUND, LLC
12710 RESEARCH BLVD., # 115
AUSTIN, TEXAS 78759

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BENJAMIN K. WILLIAMS, 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 CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_____DAY OF_____2016, A.D.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

_____
PRINTED NAME OF NOTARY / EXPIRES

BASED UPON THE ABOVE REPRESENTATION OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE 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 ALLEDGED. 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 PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

_____ _____
DEBORAH L. MARLOW, RS 0S0029596 DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

BASED UPON THE ABOVE REPRESENTATION OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBLITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

_____ _____
FLOODPLAIN ADMINISTRATOR, WILLIAMSON COUNTY DATE

OWNER'S RESPONSIBILITIES:

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.

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 THIS 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 BEEN FINALLY ACCEPTED FOR MAINTENANCE BY THE COUNTY.

MAILBOXES:

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-WAYS SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

DEVELOPMENT NOTE:

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.

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.

ROAD WIDENING EASEMENTS:

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

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

FLOODPLAIN NOTE:

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0675E & 700E, EFFECTIVE SEPT. 26, 2008.

EDWARDS AQUIFER NOTE:
THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY:	MANVILLE WATER SUPPLY CORPORATION
WASTEWATER SERVICE IS PROVIDED BY:	INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY:	ONCOR

BEARING BASIS: TEXAS STATE PLANE, CENTRAL ZONE (NAD83)

ON-SITE SEWAGE FACILITY NOTE:

ALL ON-SITE SEWAGE FACILITIES (OSSF) SHALL COMPLY WITH THE SETBACKS SHOWN ON PAGE 3, TABLE 1 OF THE ON-SITE SEWAGE FACILITY GUIDE FOR WILLIAMSON COUNTY, TEXAS.

ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE _____ DAY OF_____, 2016 A.D.

_____ _____
WILLIAMSON COUNTY ADDRESSING COORDINATOR DATE

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HERBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WAS 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 DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE_____DAY OF_____, 2016 A.D. AT_____O'CLOCK, _____M, AND DULY RECORDED IN THIS THE_____DAY OF_____, 2016 A.D., AT_____O'CLOCK, .M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO._____.

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

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

BY:_____, DEPUTY

THE HEIGHTS AT BRUSHY CREEK
PRELIMINARY PLAT
PAGE 2 OF 2
FILE: Server\Co\Wm\Surveys\DICY HOPKINS\51315-PLAT

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
www.jamesegaron.com
jgaron@austin.rr.com

Commissioners Court - Regular Session **21.**

Meeting Date: 11/29/2016

Discuss consider and take appropriate action on approval of the final plat for the Reserve at Ancient Oaks subdivision - Pct 3

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Reserve at Ancient Oaks subdivision - Pct 3.

Background

This is the next section of the Ancient Oaks development. It consists of 20 single family lots and 2,485 feet of new public roads. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

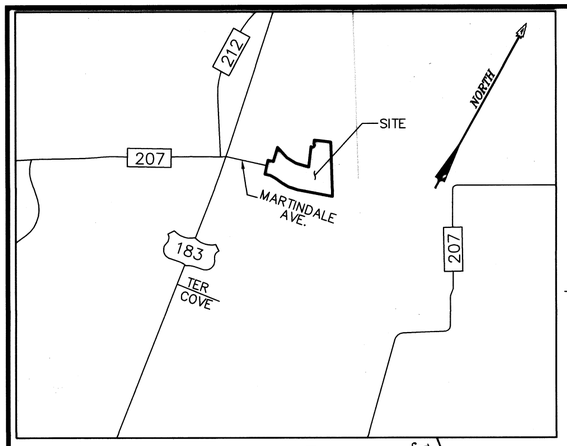
Attachments

Reserve at Ancient Oaks

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:17 PM
Form Started By: Katheryn Cromwell		Started On: 11/21/2016 01:40 PM
Final Approval Date: 11/21/2016		

FINAL PLAT OF THE RESERVE AT ANCIENT OAKS WILLIAMSON COUNTY, TEXAS



VICINITY MAP
(NOT TO SCALE)

OWNER: CORKER DEVELOPMENT, LLC
AREA: 30.763 ACRES

SURVEY: WAYMEN WELLS SURVEY
ABSTRACT NO. 648

LOTS: 20 SINGLE FAMILY

BLOCKS: 3

SURVEYOR: LANDESIGN SERVICES, INC.
1220 McNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REG. NO. 10001800

ENGINEER: LOCKWOOD ENGINEERS, INC.
413 S. WEST DRIVE
LEANDER, TEXAS 78641
TBPE FIRM REG. NO. F-2613

SUBMITTED: 07/24/2015

LEGEND

- 1/2" IRON REBAR W/ORANGE PLASTIC CAP STAMPED "LANDESIGN" SET
- 1/2" IRON REBAR FOUND (unless noted otherwise)
- COTTON SPINDLE FOUND
- NAIL FOUND
- IRON PIPE FOUND (SIZE NOTED)
- G.P.S. POINT
- CONCRETE MONUMENT FOUND (TYPE I)
- CALCULATED POINT
- FENCE CORNER POST
- UTILITY POLE
- ELECTRIC METER
- DOWN GUY
- —OHE— OVERHEAD ELECTRIC LINE
- WATER METER
- WATER FAUCET
- WATER VALVE
- FIRE HYDRANT
- WASTE WATER CLEANOUT
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- D.R.W.C.T. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

SCALE IN FEET
100 50 0 100

NORTH

DETAIL "A"

LANDESIGN SERVICES, INC.
512-238-7901
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

LANDESIGN SERVICES, INC. LAND SURVEYORS EST. 2002

PROJECT NAME: ANCIENT OAKS 2	
JOB NUMBER: 351-14-1	SCALE: 1"= 100
DATE: 01/05/2016	
DRAWING FILE PATH: L:\LW Eng\Ancient 2\DWGS	
FIELDNOTE FILE PATH:	
RPLS: JB	TECH: JJA / PARTYCHIEF: AG
CHECKED BY: JB	FIELDBOOKS: 245-26

DRAWING NAME
ANCIENT OAKS 2

SHEET
1 of 3

METES AND BOUNDS DESCRIPTION

BEING 30.763 ACRES OF LAND SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE WAYMAN WELLS SURVEY ABSTRACT NO. 648 IN WILLIAMSON COUNTY, TEXAS, AND BEING THE REMAINDER OF A CALLED 120.015 ACRE TRACT RECORDED IN DOCUMENT NO. 2000010172 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the existing east right–of–way line of Laura Lane (60' R–O–W), the southwest corner of Lot 23, Block E of Ancient Oaks Section One a subdivision of record in document number 2000072845 (O.P.R.W.C.T.);

THENCE North 76°57'08" East with the north line of said remainder of 120.015 acre tract and the south line of said Lot 23, Block E, passing a nail in a fence post at 407.08 feet, and continuing for a total distance of 408.15 feet to a calculated point, being the northeast corner of the said remainder of 120.015 acre tract, for the southeast corner of said Lot 23 and being in the west line of a called 5.420 acre tract recorded in document number 2000016916 (O.P.R.W.C.T.), from which a cotton spindle found bears North 23°05'24" West a distance of 12.47 feet being in the east line of said Lot 23, for the northwest corner of said 5.420 acre tract and the southwest corner of a called 5.183 acre tract recorded in document number 2006113572 (O.P.R.W.C.T.);

THENCE South 21°05'55" East with the west line of said 5.420 acre tract and the east line of said remainder of 120.015 acre tract, passing a 1/2" iron rod found at 322.85 feet for the southwest corner of said 5.420 acre tract and the northwest corner of a called 5.94 acre tract recorded in document number 199981269 (O.P.R.W.C.T.), and then passing at a distance of 359.72 feet a 1/2" iron rod found for the southwest corner of said 5.94 acre tract and the northwest corner of a called 5.735 acre tract recorded in document number 2007088849 (O.P.R.W.C.T.), and continuing for a total distance of 749.70 feet to a calculated point in the east line of said remainder of 120.015 acre tract and in the west line in of said 5.735 acre tract;

THENCE South 21°19'49" East with the east line of said remainder of 120.015 acre tract and the west line of said 5.735 acre tract, a distance of 279.01 to a feet to a 1/2" iron rod found for the southwest corner of said 5.735 acre tract and the northwest corner of a called 43.64 acre tract recorded in document number 2012041400 (O.P.R.W.C.T.),;

THENCE South 20°55'25" East with the east line of said remainder of 120.015 acre tract and the west line of said 43.64 acre tract a distance of 304.83 feet to a 1/2" iron rod found for the southeast corner of said remainder of 120.015 acre tract and the northeast corner of a called 120.275 acre tract recorded in document number 2001002444 (O.P.R.W.C.T.);

THENCE with the south line of said remainder of 120.015 acre tract and the north line of said 120.275 acre tract the following six (6) courses;
1. South 81°02'07" West a distance of 881.32 feet to a 1/2" iron rod found;
2. South 88°24'41" West a distance of 225.92 feet to a calculated point;
3. North 78°18'52" West a distance of 193.01 feet to a calculated point;
4. North 74°35'22" West a distance of 188.46 feet to a 1/2" iron rod found;
5. North 78°53'25" West a distance of 142.72 feet to a 1/2" iron rod found;
6. South 82°44'01" West a distance of 139.23 feet to a 1/2" iron rod found for the southwest corner of said remainder of 120.015 acre tract and the southeast corner of Lot 1, Block B of Ancient Oaks Section One, a subdivision of record in document number 2000072845 (O.P.R.W.C.T.);

THENCE North 06°58'26" West with the west line of said remainder of 120.015 acre tract and the east line of said Ancient Oaks Section One, passing the existing south right–of–way line of Martindale Avenue (70' R.O.W.) and continuing for a distance of 350.69 feet to a calculated point for a corner in the northwest line of said remainder of 120.015 acre tract, and being in the north right–of–way line of said Martindale Avenue and being in the south line of Lot 14, Block B Ancient Oaks Section One;

THENCE with the north line of said remainder of 120.015 acre tract and the south line of said Ancient Oaks Section One the following seven (7) courses;
1. North 83°00'06" East a distance of 76.47 to a 1/2" iron rod found;
2. Along a curve to the right, having a radius of 760.00 feet, a delta angle of 04°24'22", a length of 58.44, and a chord which bears North 85°12'17" East a distance of 58.43 feet to a calculated point;
3. North 02°33'28" West a distance of 368.48 feet to a calculated point;
4. South 61°14'55" East a distance of 341.98 feet to a 1/2" iron rod found;
5. South 77°55'19" East a distance of 266.67 feet to a 1/2" iron rod found;
6. North 86°55'27" East a distance of 322.83 feet to a 1/2" iron rod found;
7. North 12°51'23" West a distance of 499.19 feet to a calculated point in the north line of said remainder of 120.015 acre tract and the south right–of–way line of Christine Lane (60' R.O.W.);

THENCE with the west line of said remainder of 120.015 acre tract and the south right–of–way line of said Christian Lane along a curve to the left, having a radius of 50.00 feet, a delta angle of 172°04'09", a length of 150.16 feet, and a chord which bears North 28°29'16" East a distance of 99.76 feet to a calculated point;

THENCE with the west line of said remainder of 120.015 acre tract and the east right–of–way line of said Christian Lane along a curve to the right, having a radius of 20.00 feet, a delta angle of 40°08'50", a length of 14.01 feet, and a chord which bears North 34°46'31" West a distance of 13.73 feet to a calculated point in the west right–of–way line of Laura Lane;

THENCE North 13°02'52" West with the east line of said remainder of 120.015 acre tract and the east right–of–way line of said Laura Lane a distance of 85.60 feet to the POINT OF BEGINNING.

NO.	Radius	Delta Angle	Length	Chord Bearing	Chord Length
C1	760.00	04°26'45"	58.97	N85°13'28"E	58.96
C2	50.00	172°04'09"	150.16	N28°29'16"E	99.76
C3	20.00	40°08'50"	14.01	N34°46'31"W	13.73
C4	690.00	26°57'31"	324.66	S83°31'09"E	321.67
C5	760.00	28°57'04"	384.02	S84°30'56"E	379.95
C6	10.00	86°09'47"	15.04	S55°54'33"E	13.66
C7	10.00	93°50'13"	16.38	N34°05'27"E	14.61
C8	270.00	08°52'07"	41.79	N85°26'37"E	41.75
C9	330.00	20°52'30"	120.23	N79°26'27"E	119.57
C10	270.00	20°53'29"	98.45	N79°25'58"E	97.90
C11	10.00	90°00'00"	15.71	N45°07'18"W	14.14
C12	330.00	40°38'02"	234.03	N20°26'19"W	229.16
C13	20.00	44°25'11"	15.51	N18°32'53"W	15.12
C14	50.00	268°49'50"	234.60	S49°14'40"W	71.43
C15	20.00	44°25'11"	15.51	S62°57'48"E	15.12
C16	270.00	40°38'02"	191.48	S20°26'19"E	187.49
C17	10.00	90°00'00"	15.71	S44°52'42"W	14.14
C18	330.00	08°52'07"	51.08	S85°26'37"W	51.03
C19	690.00	28°57'04"	348.65	N84°30'56"W	344.95
C20	760.00	22°30'46"	298.62	N81°17'47"W	296.70
C21	760.00	02°51'45"	37.97	S71°28'16"E	37.97
C22	760.00	11°00'28"	146.01	S78°24'23"E	145.79
C23	760.00	12°36'01"	167.14	N89°47'23"E	166.80
C24	760.00	02°28'50"	32.90	N82°14'57"E	32.90
C25	330.00	16°16'39"	93.75	N08°15'37"W	93.44
C26	330.00	24°21'23"	140.28	N28°34'38"W	139.23
C27	270.00	29°28'04"	138.86	S26°01'18"E	137.34
C28	270.00	11°09'58"	52.62	S05°42'17"E	52.54
C29	690.00	09°35'03"	115.42	S85°48'04"W	115.29
C30	690.00	16°09'25"	194.57	N81°19'42"W	193.93
C31	690.00	03°12'36"	38.66	N71°38'42"W	38.65
C32	760.00	11°08'01"	147.68	N75°36'24"W	147.45
C33	760.00	11°22'45"	150.94	N86°51'47"W	150.69
C34	270.00	07°26'19"	35.05	N84°43'43"E	35.03
C35	270.00	01°25'48"	6.74	N89°09'47"E	6.74
C36	50.00	69°23'09"	60.55	N31°01'59"W	56.92
C37	50.00	39°44'30"	34.68	N85°35'49"W	33.99
C38	50.00	58°00'43"	50.62	S45°31'35"W	48.49
C39	50.00	101°41'29"	88.74	S34°19'31"E	77.54
C40	50.00	57°29'20"	50.17	S28°48'09"E	48.09

NUMBER	DIRECTION	DISTANCE
L1	N78°53'25"W	142.72'
L2	S82°44'01"W	139.23'
L3	N83°00'06"E	75.94'
L4	N13°02'52"W	85.60'
L5	N76°57'08"E	1.07'
L6	N23°05'24"W	12.47'
L7	S21°05'55"E	67.14'
L8	S20°55'25"E	19.18'
L9	N83°00'06"E	75.97'
L10	N00°07'18"W	90.00'
L11	N40°45'20"W	82.00'
L12	S40°45'20"E	70.92'
L13	S00°07'18"E	90.00'
L14	S89°52'42"W	36.60'
L15	S84°48'49"W	75.17'
L16	N89°52'42"E	79.53'
L17	N40°45'20"W	48.83'
L18	N40°45'20"W	33.17'
L19	S21°19'49"E	60.78'
L20	S21°05'55"E	72.48'
L21	N12°51'23"W	20.01'
L22	S40°45'20"E	11.08'
L23	N86°55'27"E	118.13'
L24	S77°55'19"E	102.37'
L25	S61°14'55"E	105.20'
L26	N70°02'24"W	139.03'
L27	N70°02'24"W	7.24'
L28	S61°30'44"E	60.96'
L29	S10°32'46"W	21.02'
L30	N61°30'44"W	61.51'
L31	N40°45'20"W	82.00'

LOT CULVERT TABLE:

LOT	BLOCK	FACING	Q25	CULVERT
2	B	N	45.8	2–35" x 24" CMPS
3	B	N	0	–
4	B	N	0	–
5	B	N	0	–
1	C	N	0	–
1	C	W	10.4	1–24" x 18" CMP
2	C	N	0	–
3	C	N	0	–
1	E	S	9.5	1–24" x 18" CMP
1	E	W	50.7	2–30" OR 2–42" x 29" CMPS
2	E	W	25.4	1–30" OR 1–42" x 29" CMP
3	E	W	16.9	1–35" x 24" CMP
4	E	S	0	–
5	E	SE	0	–
6	E	E	0	–
7	E	E	0	–
8	E	E	0	–
9	E	S	17.4	1–35" x 24" CMP
10	E	S	13.1	1–28" x 20" CMP
11	E	SW	8.7	1–24" x 18" CMP
12	E	SW	5.8	1–18" OR 1–21" x 15" CMP
13	E	S	2.0	1–18" OR 1–21" x 15" CMP

LANDESIGN SERVICES, INC.
512-238-7901
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

LANDESIGN SERVICES, INC. LAND SURVEYORS EST. 2002

FINAL PLAT OF THE RESERVE AT ANCIENT OAKS WILLIAMSON COUNTY, TEXAS

PROJECT NAME: ANCIENT OAKS 2
JOB NUMBER: 351–14–1 | SCALE: 1"= 100
DATE: 01/05/2016
DRAWING FILE PATH: L:\LW Eng\Ancient 2\DWGS
FIELDNOTE FILE PATH:
RPLS: JB | TECH: JJA | PARTYCHIEF: AG
CHECKED BY: JB | FIELDBOOKS: 245–26

DRAWING NAME
ANCIENT OAKS 2

STATE OF TEXAS {{
{{ KNOWN ALL BY THESE PRESENT
THE COUNTY OF WILLIAMSON {{

THAT CORKER DEVELOPMENT, LLC, BEING OWNERS OF 30.763 ACRES CONVEYED BY DEED OF RECORD IN DOCUMENT NO. 2016020603 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, OUT OF THE WAYMAN WELLS SURVEY, ABSTRACT NO. 648 IN WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE 30.763 ACRES IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS

THE RESERVE AT ANCIENT OAKS

AND DO HEREBY DEDICATE ALL ADDITIONAL R.O.W., STREETS, ALLEYS, EASEMENTS, PARKS, AND OTHER OPEN SPACES TO PUBLIC USE.

WITNESS MY HAND THIS THE 7th DAY OF November, 2016 A.D.

PRESIDENT
CORKER DEVELOPMENT, LLC
113 PALO DURO
LIBERTY HILL, TX 78642

STATE OF TEXAS {{
{{ KNOWN ALL BY THESE PRESENT
THE COUNTY OF WILLIAMSON {{

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Arthur Corker PRESIDENT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEALED IN MY OFFICE, THIS THE 7 DAY OF November, 2016 AD.

Karen Havins
NOTARY PUBLIC, STATE OF TEXAS

Karen Havins — 7-22-17
PRINTED NAME — MY COMMISSION EXPIRES

KAREN HAVINS
Notary Public, State of Texas
My Commission Expires
July 22, 2017

STATE OF TEXAS {{
{{ KNOWN BY ALL MEN PRESENT
THE COUNTY OF WILLIAMSON {{

THAT UNION STATE BANK, THE LIEN HOLDER OF THAT CERTAIN 30.763 ACRE TRACT OF LAND, RECORDED IN DOCUMENT NO. 2016020604 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF SAID PROPERTY AS SHOWN HEREON AND DO HEREBY CONSENT TO THE DEDICATION OF ALL ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PARKS, TO THE PROPERTY OWNERS OF A FINAL PLAT OF "THE RESERVE AT ANCIENT OAKS"

WITNESS MY HAND THIS THE 7th DAY OF November, 2016 A.D.

UNION STATE BANK.
BY: Jay Walker
JAY WALKER, TRUSTEE

ENGINEER'S CERTIFICATION:

I, ANTHONY H. GOODE, REGISTERED PROFESSIONAL ENGINEER IN THE STARE OF TEXAS, DO HEREBY CERTIFY THAT NO PART OF THIS SUBDIVISION LIES WITHIN A SPECIAL FLOOD ZONE HAZARD AREA AS IDENTIFIED BY F.E.M.A. NATIONAL FLOOD IN INSURANCE PROGRAM MAP NO. 48491C0275E, DATED SEPTEMBER 26, 2008. FOR WILLIAMSON COUNTY, TEXAS.

THE DRIVEWAY CULVERT TABLE, SHOWN HEREON IS IN COMPLIANCE WITH WILLIAMSON COUNTY REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS THIS THE 7TH DAY OF November, 2016 A.D.

ANTHONY H. GOODE, P.E.
REGISTERED PROFESSIONAL ENGINEER
PE NO. 97263, STATE OF TEXAS
LOCKWOOD ENGINEERS, INC. NO. F-2613
413 S. WEST DRIVE
LEANDER, TEXAS 78641
(512) 260-9100

STATE OF TEXAS — ANTHONY H. GOODE — 97263 — LICENSED — PROFESSIONAL ENGINEER

LAND SURVEYOR'S STATEMENT

I, JOSEPH BEAVERS, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE LEANDER SUBDIVISION ORDINANCE, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND. ALL APPLICABLE EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT AS INDICATED IN COMMITMENT FOR TITLE G.F. NO. 00100-1483, EFFECTIVE SEPTEMBER 9, 2014.

JOSEPH BEAVERS, R.P.L.S. NO. 4938

7 Nov 16
DATE

LANDESIGN SERVICES, INC.
1220 McNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800
(512) 238-7901

STATE OF TEXAS — JOSEPH BEAVERS — 4938 — REGISTERED — PROFESSIONAL LAND SURVEYOR

NOTES:

1. THERE WILL BE A 25' FRONT BUILDING SETBACK ON ALL LOTS.

2. THERE WILL BE A 15' SIDE BUILDING SETBACK ON ALL LOTS EXCLUDING LOT 5, BLOCK 'B' AND LOT 9, BLOCK 'E'. THE SIDE BUILDING SETBACK ON LOT 5, BLOCK 'B' AND LOT 9, BLOCK 'E' WILL CONCUR WITH THE EXISTING ELECTRIC EASEMENT, THE PROPOSED DRAINAGE EASEMENT OR THE APPROXIMATE LIMITS OF THE 100 YEAR FLOOD HAZARD AS APPLICABLE.

3. THERE WILL BE A 15' P.U.E. ALONG ALL STREET SIDE LOT LINES, A 10' P.U.E. ALONG ALL INTERIOR SIDE LOT LINES AND 5' P.U.E. ALONG ALL REAR LOT LINES.

4. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CHISHOLM TRAIL SPECIAL UTILITY DISTRICT MANAGED BY THE CITY OF GEORGETOWN.

5. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.

6. NO STRUCTURE OR LAND ON THIS FINAL PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE APPLICATION FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.

7. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, GRADING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOOD PLAIN LOCATED WITHIN THIS FINAL PLAT AN APPLICATION FOR FLOOD PLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR, ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REWIEW MUST BE PROVIDED.

8. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.

9. NO DEVELOPMENT SHALL BEGIN ON LOTS 5-9, 13, BLOCK "E" AND LOTS 2, 3 AND 5, BLOCK "B" PRIOR TO ISSUANCE OF A FLOOD PLAIN DEVELOPMENT PERMIT BY THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR FOR EACH LOT SPECIFIED.

10. THE DEVELOPER, BUILDER, SELLER, OR AGENT SHALL INFORM, IN WRITING, EACH PROSPECTIVE BUYER OF SUBDIVISION LOTS OR PROPERTY LOCATED WITHIN FLOOD HAZARD AREAS THAT SUCH PROPERTY IS IN A IDENTIFIED FLOOD HAZARD AREA AND THAT A FLOOD PLAIN DEVELOPMENT PERMIT WILL BE REQUIRED BEFORE A STRUCTURE CAN BE PLACED ON THE PROPERTY. THE WRITTEN NOTICE SHALL BE FILED FOR RECORD IN THE DEED RECORDS OF WILLIAMSON COUNTY, A COPY OF THIS WRITTEN NOTICE SHALL BE PROVIDED WHEN APPLICATION IS MADE FOR DEVELOPMENT PERMITS.

11. ACCESS TO LOT 5, BLOCK "E", WILL BE RESTRICTED TO KEN PELLAND COVE.

12. 100 YEAR FLOOD PLAIN DETERMINED BY LOCKWOOD ENGINEERS, INC. (T.B.P.E. FIRM NO. F-2613)

13. BENCHMARK IS A 1/2" IRON ROD LOCATED 41 FEET NORTH OF AN EXISTING TRANSFORMER PAD NEAR THE NORTHEAST CORNER OF LOT 1, BLOCK "B" OF ANCIENT OAKS SECTION 1.
ELEV: 967.85

14. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

15. ALL PUBLIC ROADWAYS AND EASEMENTS ARE FREE OF LIENS.

16. 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.

17. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

18. THE MINIMUM FINISHED FLOOR ELEVATION (FFE) FOR ALL LOTS SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING. FOR THOSE LOTS ADJACENT TO THE 100 YEAR FLOOD HAZARD THE FFE SHALL BE DETERMINED BY ADDING A MINIMUM OF ONE (1) FOOT TO THE CALCULATED WATER SURFACE ELEVATION (WSE) THAT IS LOCATED IMMEDIATELY ADJACENT TO THE UP-GRADIENT SIDE OF THE PROPOSED STRUCTURE. THE WSE MAY BE FOUND: IN THE AS-BUILT CONSTRUCTION PLANS FOR ANCIENT OAKS SUBDIVISION ON SHEET 29A AND 29B OR IN THE 2000-05-16 FLOOD STUDY FOR ANCIENT OAKS IN THE WILLIAMSON COUNTY ENGINEER'S FILES OR WITH THE ENGINEER OF RECORD.

STREET NAME	LENGTH (LF)	DESIGN SPEED (MPH)
MARTINDALE AVE.	1,720	30
PACEY LANE	291	30
KEN PELLAND COVE	474	30

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 ASSOCIATES WITHIN IT.

DEBORAH L. MARLOW, RS, OS0029596
ASSISTANT DEPUTY DIRECTOR ENVIRONMENTAL HEALTH SERVICES, WCCHD

11/08/2016
DATE

WILLIAMSON COUNTY COMMISSIONER'S COURT APPROVAL

IN APPROVING THE PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO PLAT COMPILES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY, THE BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATIONS TO BUILD ANY OF THE STREETS, ROADS, OF 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 ROADS SYSTEM AND STREETS.

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.

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 15th DAY OF NOV, 2016 A.D.

JessaBak
WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS {{
{{ KNOWN ALL BY THESE PRESENT
THE COUNTY OF WILLIAMSON {{

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, 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

DATE

STATE OF TEXAS {{
{{ KNOWN ALL BY THESE PRESENT
THE COUNTY OF WILLIAMSON {{

I, NANCY E., RISTER, CLERK OF COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____ 20___, A.D., AT _____ O'CLOCK __M., AND DULY RECORDED THIS THE ___ DAY OF _____ 20___, A.D., AT _____ O'CLOCK __M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____. TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, THE DATE LAST SHOWN ABOVE WRITTEN.

BY: _____

NANCY E. RISTER
CLERK, COUNTY COURT OF
WILLIAMSON COUNTY

LANDESIGN SERVICES, INC.
512-238-7901
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

LANDESIGN SERVICES, INC. — LAND SURVEYORS — EST. 2008

FINAL PLAT OF THE RESERVE AT ANCIENT OAKS WILLIAMSON COUNTY, TEXAS

PROJECT NAME: ANCIENT OAKS 2
JOB NUMBER: 351-14-1
DATE: 01/05/2016
SCALE: 1"= 100'
DRAWING FILE PATH: L:\LW Eng\Ancient 2\DWGS
FIELDNOTE FILE PATH:
RPLS: JB
TECH: JJA
PARTYCHIEF: AG
CHECKED BY: JB
FIELDBOOKS: 245-26

DRAWING NAME
ANCIENT OAKS 2

SHEET
3 of 3

Commissioners Court - Regular Session **22.**

Meeting Date: 11/29/2016

Discuss consider and take appropriate action on approval of the final plat for the Bridle Gate subdivision - Pct 2

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Bridle Gate subdivision - Pct 2.

Background

The Bridle Gate development consists of 13 single-family lots and 2,132 feet of new private road. Roadway and drainage construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bridle Gate

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:17 PM
Form Started By: Katheryn Cromwell		Started On: 11/21/2016 02:07 PM
Final Approval Date: 11/21/2016		

Bridle Gate

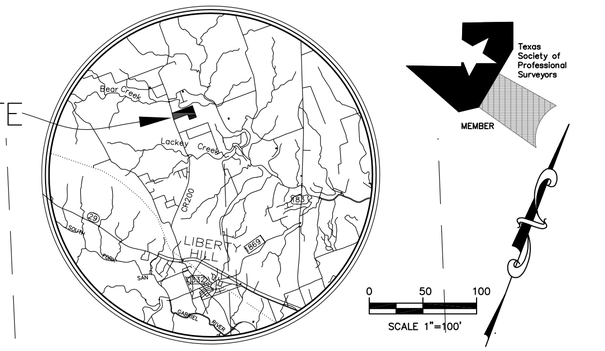
A PRIVATE SUBDIVISION IN WILLIAMSON COUNTY, TEXAS

BEING 14.93 ACRES OF LAND DESCRIBED IN A TEXAS VETERANS LAND PROGRAM CONTRACT OF SALE AND PURCHASE FILED FOR RECORD IN VOLUME 812, PAGE 135, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING THAT CERTAIN 14.85 ACRE TRACT OF LAND DESCRIBED IN A TEXAS VETERANS LAND PROGRAM CONTRACT OF SALE AND PURCHASE DESCRIBED IN ASSIGNMENT FILED OF RECORD IN VOLUME 888, PAGE 49, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT	DEGREE OF CURVE
C1	25.00'	39.27'	35.36'	S 65°42'52" E	90°00'00"	25.00'	229°10'59"
C2	25.00'	39.27'	35.36'	S 24°17'08" W	90°00'00"	25.00'	229°10'59"
C3	150.00'	78.54'	77.65'	S 54°17'08" W	30°00'00"	40.19'	38°11'50"
C4	210.00'	109.96'	108.70'	S 54°17'08" W	30°00'00"	56.27'	27°17'01"
C5	210.00'	110.53'	109.26'	N 54°21'49" E	30°09'21"	56.58'	27°17'01"
C6	150.00'	78.95'	78.04'	S 54°21'49" W	30°09'21"	40.41'	38°11'50"
C7	25.00'	21.68'	21.00'	S 44°36'06" W	49°40'47"	11.57'	229°10'59"
C8	25.00'	39.27'	35.36'	S 65°33'30" E	90°00'00"	25.00'	229°10'59"
C9	60.00'	47.91'	46.65'	N 42°38'15" E	45°45'06"	25.31'	95°29'38"
C10	60.00'	107.37'	93.61'	S 63°13'09" E	102°32'09"	74.81'	95°29'36"
C11	60.00'	43.01'	42.10'	S 08°35'06" W	41°02'49"	22.47'	95°26'08"
C12	25.00'	21.68'	21.00'	N 04°16'53" E	49°40'47"	11.57'	229°10'59"
C13	25.00'	21.68'	21.00'	N 45°23'54" W	49°40'47"	11.57'	229°10'59"
C14	25.00'	21.68'	21.00'	S 04°16'53" W	49°40'47"	11.57'	229°10'59"
C15	60.00'	96.47'	86.41'	S 24°10'36" E	92°07'23"	62.27'	95°29'35"
C16	60.00'	91.84'	83.13'	N 14°43'47" W	87°42'08"	57.64'	95°29'35"
C17	60.00'	104.23'	91.61'	S 71°39'07" W	99°32'03"	70.92'	95°29'35"

TOPO/BEARING/COORDINATE BASIS
ELIPSOID: WGS 1984/GRS 1980
PROJECTION: TEXAS CENTRAL NAD 83
GEOID MODEL: GEOID 99

LEGEND
- ● IRON ROD FOUND
- ○ IRON ROD SET
- ▲ NAIL FOUND
- △ CALCULATED POINT
- ( ) RECORD BEARING, DISTANCE
- ◉ IRON PIPE FOUND



LOCATION MAP (N.T.S.)

Wyndell C Rivers
R023249 2.010ac
200 E Bear Creek Rd
Liberty Hill, TX 78642

Samuel & Lisa Truax
R023261 4.38ac
175 E Bear Creek
Liberty Hill, TX 78642

Samuel & Lisa Truax
R023262 4.010ac
4527 Cleveland Ave
Lincoln, NE 68504

Samuel & Ida Truax
R023263 3.230ac
4527 Cleveland Ave
Lincoln, NE 68504

James McKie
R023264 2.670ac
PO BOX 33
Liberty Hill, TX 78642

Wayne & Madelyn Galella
R092875 8.63ac
10703 Callanish Park Dr
Austin, TX 78750

Wayne & Madelyn Galella
R023266 2.0ac
10703 Callanish Park Dr
Austin, TX 78750

Wayne Collins
R091122 15.000ac
PO BOX 125
Liberty Hill, TX 78642

Patrick & Kathryn Golla R022362 64.55ac
204 Doefield Dr Cedar Park, TX 78613

Patrick & Kathryn Golla
R022362 64.55ac
204 Doefield Dr
Cedar Park, TX 78613

P.O.B. "A"
P.O.B. "B"
East Bear Creek Road
COUNTY ROAD 200
Saddle Lane (60' ROW) Lot 14
Saddle Lane (60' ROW)
Stable Oaks Dr. (60 R.O.W.)
Site TBM: Cotton Spindle elevation 995.79
BEARING BASIS (S 18°50' E 999.56')

lot 1 2.345 ACRES
lot 2 2.000 ACRES
lot 3 2.000 ACRES
lot 4 2.000 ACRES
lot 5 2.000 ACRES
lot 6 2.000 ACRES
lot 7 2.000 ACRES
lot 8 2.000 ACRES
lot 9 2.000 ACRES
lot 10 2.000 ACRES
lot 11 2.000 ACRES
lot 12 2.000 ACRES
lot 13 2.000 ACRES

THESE TRACTS ARE NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

I, STEVEN W. WOMACK, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH SECTION 232.001, LOCAL GOVERNMENT CODE OF TEXAS, THAT THE FIELD NOTES SHOWN HEREON CLOSE AND THAT ALL EXISTING EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT.

STATE OF TEXAS REGISTERED STEVEN W. WOMACK 5025 PROFESSIONAL LAND SURVEYOR

STEVEN W. WOMACK
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5025 DATE

OWNER(S):
PENIZE, LLC
10625 N. LAMAR BLVD.
AUSTIN, TEXAS 78753

STREET L.F.=2132.49
DESIGN SPEED = 25 MPH
LOTS= 14
TOTAL ACREAGE= 29.78

SURVEYOR:
STEVEN W. WOMACK
10703 SIERRA OAKS
AUSTIN, TEXAS 78759
512.638.0220
swrpls@gmail.com

THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES WILLIAMSON COUNTY, TEXAS, AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOODPLAIN AS RECOGNIZED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM) PANEL 48491 C 0100 C, FOR WILLIAMSON COUNTY, TEXAS DATED JANUARY 3, 1997, UNLESS OTHERWISE CONTAINED WITHIN DRAINAGE EASEMENTS, AS SHOWN HEREON.

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

Bridle Gate
WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT

SCALE:1"= 100' DATE: 7/20/16	
Final Plat	
DRAWN BY: CORY STEVE	
FILE NAME: 07-140	
APPROVED BY: S.W.	
PROJECT NO.: 07-140	

SHEET 1 OF 2

METES AND BOUNDS DESCRIPTION

BEING 29.79 ACRES OF LAND, MORE OR LESS, OUT OF THE JAMES LEONARD SURVEY, ABSTRACT NO. 383, IN WILLIAMSON COUNTY, TEXAS AND BEING THE SAME LAND CONVEYED TO GOLDA ROSALYN LACKEY, TRUSTEE OF THE ROSALYN LACKEY MARITAL SURVIVOR'S TRUST AND HER SUCCESSOR TRUSTEES IN DEED RECORDED IN DOCUMENT NO. 2005097161, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS METES AND BOUNDS AS FOLLOWS;

BEGINNING at the northeast corner of this said 14.93 acre tract and the south right of way of Bear Creek Road and the northwest corner of a 64.55 acre tract as recorded in Volume 812, Page 135, deed records of Williamson County, Texas, THE POINT OF BEGINNING "A";

Thence S20°43'12"E along the east line of this said 14.93 acre tract and a northwesterly line of said 64.55 acre tract, a distance of 999.24 feet to a point for a iron rod found;

Thence S69°23'08"W along a northwesterly line of said 64.55 acre tract and the east line of this said 14.93 acre tract a distance of 650.60 feet to a point for a iron rod set being the southeast corner of a 15.00 acre tract as recorded in Document No. 2005036091in deed records of Williamson County, Texas;

Thence N18°50'00"W along the west line of said 15 acre tract and the west line of this said 14.93 acre tract a distance of 499.51 feet to a iron rod found for the northeast corner of said 15 acre tract;

Thence S71°16'00"W along a north line of said 15.00 acre tract and the south line of this said 14.85 acre tract a distance of 1306.80 feet to a point for a iron rod set in the southwest corner of this said 14.86 acre tract and in the east right of way of County Road 200, and being the northwest corner of said 15.00 acre tract;

Thence N18°50'00"W along the east right of way of said County Road 200 and the west line of this said 14.86 acre tract a distance of 211.25 feet to an iron rod set for a corner;

Thence N11°30'00"W continuing along the east right of way of said County Road 200, and the west line of this said 14.86 acre tract a distance of 295.30 feet to a iron rod found for the northwest corner of this said 14.86 acre tract and the southwest corner of a 2.01 acre tract;

Thence N71°51'00"E along the south line of said 2.01 acre tract and the north line of this said 14.86 acre tract a distance of 801.66 feet to an iron rod set for a corner;

Thence N70°48'00"E along the north line of this said 14.93 acre tract and the south right of way of East Bear Creek Road, a distance of 467.51 feet to an iron rod found;

Thence N69°22'34"E along the north line of this said 14.93 acre tract and the south right of way of East Bear Creek Road, a distance of 650.60 feet to the POINT OF BEGINNING and containing 29.79 acres more or less.

GENERAL NOTES:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE WATER SYSTEM AND AN APPROVED WASTEWATER SYSTEM.
2. WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH STATE HEALTH DEPARTMENT PLANS AND SPECIFICATIONS.
3. NO OBJECTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, FENCES OR LANDSCAPING, SHALL BE PERMITTED WITHIN ANY DRAINAGE EASEMENTS SHOWN HEREON, EXCEPT AS APPROVED BY WILLIAMSON COUNTY.
4. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS/HER ASSIGNS.
5. PROPERTY OWNER AND HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY GOVERNMENTAL AUTHORITIES.
6. THE MINIMUM 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.
7. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT, OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT OF WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT OF WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND 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 WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
8. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
9. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON SITE SEWAGE FACILITIES.
10. ALL LOTS IN THIS SUBDIVISION WILL BE SERVED BY PRIVATE, ON-SITE WELLS.
11. THE 100 FOOT SANITARY EASEMENTS SHOWN FOR NEW WATER WELL PLACEMENT ARE ILLUSTRATED FOR PLANNING PURPOSES ONLY AND WILL BE CENTERED UPON EACH NEW WELL SITE.
12. A 10 FOOT WIDE PUBLIC UTILITY EASEMENT SHALL BE INCLUDED ALONG ALL PROPERTY LINES AND 15 FEET WIDE AT RIGHT-OF-WAYS, INCLUDING ALONG CR 200.
13. 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.
14. DRIVEWAY DRAINAGE PIPES FOR EACH LOT IN A SUBDIVISION SHALL BE: SIZE (18" MIN), LENGTH (22' MIN), SEE SHEETS 8, 12 AND 13 OF THE BRIDAL GATE STREET AND DRAINAGE IMPROVEMENTS PLANS. THIS INFORMATION SHALL BE INCLUDED IN ALL DEED RESTRICTIONS. USE OF "DIP TYPE" DRIVEWAYS ARE PERMITTED AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%. CULVERTS SHALL INCLUDE A SAFETY END TREATMENT. CULVERT NOT NEEDED IF THERE IS STORM SEWER, IF THERE ARE "DIP-TYPE" DRIVEWAYS, IF THERE ARE NO DITCHES (I.E., 2% MIN CROSS SLOPE WITH OR WITHOUT RIBBON CURB).
15. LOT 1 AND LOT 13 SHALL CONNECT ONLY TO AN INTERNAL PLATTED ROAD AND NOT TO CR 200, THE ADJACENT COUNTY ROAD.
16. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

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

THAT I, KANTON LABAJ, PARTNER, ACTING FOR IPENIZE, LLC, BEING THE SOLE OWNER OF A 29.79 ACRE TRACT OF LAND, SAID LAND BEING THAT CERTAIN TRACT OF RECORD IN DOCUMENT NO. 2015047839 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT, TO BE KNOWN AS "BRIDAL GATE", AND DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT. 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.

WITNESS MY HAND THIS THE 16 DAY OF Nov, 2016 A.D.

BY: _____
KANTON LABAJ, PARTNER

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KANTON LABAJ, 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 AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL THIS THE 16 DAY OF November, 20 16, A.D.

_____
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

KELLY A. FILUT
Notary Public, State of Texas
Comm. Expires 08-28-2019
Notary ID 13034982-6

PRIVATE SUBDIVISION NOTES

1. Every deed within this subdivision shall contain notice that all roads within this subdivision are private. Williamson County will never accept or maintain the roads unless they meet the county standards in effect on the date of acceptance.
2. The owner shall create a mandatory homeowners association that shall be responsible for the maintenance of the road within this subdivision. this homeowners association shall have assessment authority to insure the proper funding for maintenance, and membership in this association shall be mandatory for all lot owners.
3. The roads within this subdivision plat shall be maintained to such a standard which will allow emergency vehicles access for the roadway design speed in perpetuity by the homeowners association, and the homeowners association must contain a mechanism for assessing the Owners within the subdivision to produce adequate revenue for perpetual maintenance.
4. Every deed for property within this subdivision contain notice to the grantee that all roads are private, that the homeowners association shall be perpetually liable for maintenance, that the County will never accept them for maintenance, and that the quality of the roads must be maintained as to not affect access by public service agencies such as police, fire, and emergency medical services.
5. Saddle Lane (Lot 14) shall be dedicated to the homeowners association for the use of the property owners, their assigns and successors, and emergency response agencies.
6. The County will not be responsible for providing enforcement of traffic control within this subdivision.

THIS PLAT HAS BEEN APPROVED BY THE WILLIAMSON COUNTY ADDRESSING COORDINATOR.

BY: Teresa Bak
REPRESENTATIVE
Teresa Baker 11/17/16

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT APPROVAL

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS' AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWERAGE 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 AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Deborah L Marlow, RS 11/17/2016
Deborah L. Marlow, RS, 0S0029596 DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

WILLIAMSON COUNTY COMMISSIONERS COURT RESOLUTION AND APPROVAL

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 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 CULVERTS 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. 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.

THE STATE OF TEXAS
THE 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 WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS "BRIDLE GATE", HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
COUNTY JUDGE, DATE

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT, WITHIN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF 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 WAS DULY RECORDED ON THIS THE _____ DAY OF _____, 20 _____ A.D., AT _____ O'CLOCK _____ M., IN THE PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDES _____.
WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

BY: _____
NANCY E. RISTER
CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS

Steven Warner Womack, RPLS, PLS, NCEES
National Council of Examiners for Engineering and Surveying #1928
Texas Registered Professional Land Surveyor #5025
North Carolina Professional Land Surveyor # L-5043
E-Mail: SWRPLS@gmail.com Phone/Text: (512) 638-0220

Bridle Gate

WILLIAMSON COUNTY, TEXAS
PRELIMINARY PLAT

SCALE: 1" = 100' DATE: 7/20/16
Final Plat
DRAWN BY: THOMAS THORNHILL
FILE NAME: 07-140
APPROVED BY: S.W.
PROJECT NO.: 07-140

SHEET 2 OF 2

Commissioners Court - Regular Session **23.**

Meeting Date: 11/29/2016

Mental Health Resolution

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

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution recognizing the leadership and dedication of Commissioner Lisa Birkman to the mental health system in Williamson County and the State of Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 12:09 PM
Form Started By: Kathy Pierce		Started On: 11/22/2016 11:11 AM
Final Approval Date: 11/22/2016		

Commissioners Court - Regular Session **24.**

Meeting Date: 11/29/2016

Tree of Angels

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

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on proclaiming December 8th, 2016 as Tree of Angels Day in Williamson County.

Background

The Williamson County District Attorney's Office respectfully request your consideration and support with an official Proclamation designating December 8, 2016, as Tree of Angels® Day in Williamson County. In December 1991, a memorable tradition was initiated by Verna Lee Carr with People Against Violent Crime to recognize that the holiday season is a particularly difficult time for crime victims and their families. This special event is a reverent forum for communities to honor victims of crime and their families by making it possible to bring an angel to place on a tree, known as a Christmas tree. The trauma, pain and sorrow that so many crime victims endure can be alleviated by acts of compassion from within their own community. The District Attorney's Office can think of no better time than during the holiday season for the community to acknowledge with a Proclamation those who are walking life's highway due to a violent crime. On March 21, 2000, the Tree of Angels® was registered with the United States Patent and Trademark Office to provide victims ownership of a special ceremony in December. Since its inception, the Tree of Angels® has grown and now embraces victims and victims' families throughout Texas communities. The impact of the Tree of Angels® has crossed the ocean and was established in New Wales, Australia in 2004. Above all, the Tree of Angels® has become an expression of genuine love and support. In December of 2000, former President George W. Bush as Governor of Texas, recognized with the first Proclamation for the "Tree of Angels® Week" in Texas. Throughout Texas the "Tree of Angels®" since has been recognized by the Texas Governor each December. In recognition of this years Tree of Angels, an unadorned tree will be set up in District Attorneys Office, Ste 265, at the Williamson County Justice Center, 405 MLK Blvd. in Georgetown where families may place their Angels and cookies and punch will be set out for visitors to enjoy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter Tree of Angels

Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:00 PM
Form Started By: Mary Clark		Started On: 10/31/2016 01:33 PM
Final Approval Date: 11/21/2016		

JANA DUTY
DISTRICT ATTORNEY

405 M.L.K. STREET, BOX #1

GEORGETOWN, TEXAS 78626

First Assistant
Brent Webster

Prosecutors
Travis McDonald
Lytza Rojas
Jackie Borcherding
Danny Smith
John Prezas
Gerard Perches
Daniel Sakaida
Jo Poenitzsch
Blake Ewing
William Lee Ward

Phone (512) 943-1234 Fax (512) 943-1255 Website www.wilco.org

Friday, November 18, 2016

Commisioner Lisa Birkman
Williamson County, Precinct 1
Round Rock, TX 78664

RE: Request for the Williamson County Court to designate with a Resolution on **December 08, 2016**, as **Tree of Angels Day in Williamson County**.

Dear Commisioner Birkman:

The Williamson County District Attorney's Office respectfully request your consideration and support with an official Resolution designating December 08, 2016, as Tree of Angels Day in Williamson County.

In December 1991, People Against Violent Crime initiated the first Tree of Angels in Austin, TX. The event recognized that the Holiday Season is a particularly difficult time for crime victims and their families. The special day honors surviving victims and victims' families by making it possible for loved ones to bring an Angel ornament to place on a special Christmas tree. The Tree of Angels is a reveren forum for the community to remember, include, and support crime victims who are part of our lives and the community as a whole. Above all, the Tree of Angels is an expression of love. The Tree of Angels has been officially registered with the U.S. Office of Patents and Trademarks to provide crime victims ownership with their very own special event in December.

We stand ready to assist you or your staff in answering any question regarding this request. Please do no hesitate to contact met at 512-943-3896. More information about the Tree of Angels may be found at www.peopleagainstviolentcrime.org.

Your consideration of this request would be appreciated no later than **Friday, November 03, 2016**.

Respectfully,

Alma A. Vasquez
Victim Assistance Coordinator

That on the 29th day of November, 2016 the Commissioners Court of Williamson County, Texas met in a duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

PROCLAMATION

WHEREAS, when crimes occur, society must protect not only the rights of the accused, but also the right of the victim; and

WHEREAS, recognizing that the holiday season is a difficult time for victims and their families, the Tree of Angels has become a memorable tradition observed in Williamson County to recognize that the holiday season is a difficult time for victims and their families; and

WHEREAS, the event honors surviving victims of violent crime and victims' families by allowing loved ones to bring an angel to place on a special Christmas Tree that will be located in the District Attorney's Office, Ste. 265, at the Williamson County Justice Center, 405 MLK Blvd. in Georgetown Texas; and

WHEREAS, all Williamson County citizens recognize the important work of all who commit themselves to assist crime victims and their loved ones with traditions like the Tree of Angels, that reflect the kind and compassionate spirit of the holiday season and encourage us all to play a role in building a safer, most just community.

NOW THEREFORE, BE IT PROCLAIMED THAT, the Commissioners Court of Williamson County, State of Texas does hereby proclaim December 8th, 2016 as

TREE OF ANGELS DAY

In Williamson County and urges it's citizens to participate in the Tree of Angels event:
Thursday, December 8th, 2016 at the
Williamson County Justice Center
405 M.L.K., Ste. 265
Georgetown, Texas 78626

Proclaimed this 29th day of November, 2016.

Commissioners Court - Regular Session **25.**

Meeting Date: 11/29/2016

Recognize the Williamson County Tax Assessor/Collector's office as recipient of the TAC Best Practices Award

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

Department: County Tax Assessor Collector

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to recognize the Williamson County Tax Assessor/Collector's office as the recipient of 2016 Best Practices Award from the Texas Association of Counties.

Background

The Texas Association of Counties (TAC) County Best Practices Awards Program recognizes county innovation, inspires county leaders to develop improved programs, and creates an avenue for promoting replicable and proven solutions to common county concerns. The Williamson County population boom caused growing lines at the Tax Assessor/Collector's Office. Often, the wait was over an hour and a half. To address this, Williamson County created Same-Day Appointments, which allows residents to schedule their appointments online and avoid the queue. TAC has awarded Williamson County a 2016 County Best Practices Award in recognition of this innovative program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Best Practices

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/17/2016 02:11 PM
Form Started By: Judy Kocian		Started On: 11/17/2016 10:15 AM
Final Approval Date: 11/17/2016		

PRESS RELEASE

1210 San Antonio • Austin, TX 78701 • P.O. Box 2131 • Austin, TX 78768-2131
512-478-8753 • 800-456-5974 • 512-478-0519 FAX

Williamson County Earns Best Practices Award

New, same-day appointments at Tax Assessor-Collector's Office reduce customers' wait times

FOR IMMEDIATE RELEASE

The Williamson County population boom caused growing lines at the Tax Assessor-Collector's Office. Often, the wait was over an hour and a half. To address this, Williamson County created Same-Day Appointments, which allows residents to schedule their appointments online and avoid the queue.

The Texas Association of Counties (TAC) has awarded Williamson County a 2016 County Best Practices Award in recognition of this innovative program.

Scheduling a same-day appointment for specific services — such as vehicle registration renewal, title changes or property tax payments — has reduced wait times to less than four minutes. More than 3,200 customers have used the online service in less than a year. Williamson County also posts live wait times online to let residents know what to expect.

"Williamson County's program has reduced wait times by 80 percent," said TAC Executive Director Gene Terry. "We hope this award will inspire other counties to follow suit with their own initiatives."

Williamson County was one of more than 15 counties across Texas selected by TAC to receive a Best Practices Award.

The TAC County Best Practices Awards Program recognizes county innovation, inspires county leaders to develop improved programs, and creates an avenue for promoting replicable and proven solutions to common county concerns.

TAC works to unite Texas counties in search of solutions for challenges faced by all counties and provides services to support county officials in the vital work they do for their local communities.

###

CONTACTS: **Williamson County:** Larry Gaddes, Chief Deputy, (512) 943-1641, lgaddes@wilco.org
TAC: Cary Roberts, Media Relations Officer, (800) 456-5974, caryr@county.org

Commissioners Court - Regular Session **26.**

Meeting Date: 11/29/2016

Discuss, consider and take appropriate action on Texas A& M AgriLife Extension Annual Interpretation.

Submitted By: Angela Dismukes, Ag Extension

Department: Ag Extension

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Texas A& M AgriLife Extension Annual Interpretation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/07/2016 03:19 PM
Form Started By: Angela Dismukes		Started On: 11/07/2016 11:23 AM
Final Approval Date: 11/07/2016		

Commissioners Court - Regular Session **27.**

Meeting Date: 11/29/2016

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

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

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	10/18/2016 08:13 AM
Form Started By: Lydia Linden		Started On: 10/17/2016 01:53 PM
Final Approval Date: 10/18/2016		

Commissioners Court - Regular Session **28.**

Meeting Date: 11/29/2016

Stantec Consulting Services CR 119 Contract

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract for CR 119 Engineering Services between Williamson County and Stantec Consulting Services, Inc. relating to the 2013 Road Bond Program.

Background

The Compensation Cap for this contract is $150,000.00 and includes Work Authorizations for Drainage Improvements and Construction Phase Services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR119StantecContract

CR119WA1

CR119StantecWA2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/21/2016 09:42 AM
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:00 PM
Form Started By: Marie Walters		Started On: 11/18/2016 06:47 PM
Final Approval Date: 11/21/2016		

RF VED
NOV 08 2016
BY: PSI

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Stantec Consulting Services, Inc. ("Engineer")**
ADDRESS: **221 West Sixth Street, Suite 600, Austin, TX 78701**
PROJECT: County Road 119 **("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 **One Hundred Fifty Thousand Dollars ($150,000.00)** (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. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor 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. 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.

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 mailed to the County Auditor 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
PROJECT TEAM

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

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

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:

Arnold Gonzales, Jr.
Stantec Consulting Services, Inc.
221 West Sixth Street, Suite 600
Austin, Texas 78701

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 A 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: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.

✓ DH 11/9/2016

Austin, Texas 78704

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

OK
11/9/2016

With copy to: Prime Strategics, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: ~~HNTB~~
~~14 Galloping Road~~
Round Rock, Texas ~~78681~~
Attn: Richard Ridings, P.E.

101 E. Old Settlers Blvd., #100
78664

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

Engineer: Arnold Gonzales, Jr.
Stantec Consulting Services, Inc.
221 West Sixth Street, Suite 600
Austin, Texas 78701

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.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation

(hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

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

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

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

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

litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

OK
11/9/2016

ENGINEER

Stantec Consulting Services, Inc.

By _____

Printed Name: Arnold Gonzales, Jr., PE

Title: Senior Project Manager/Senior Associate

Date: November 8, 2016

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Stantec Consulting Services, Inc.
Name of Firm

Signature of Certifying Official

Todd Tomsen
Printed Name of Certifying Official

Sr. Principal
Title of Certifying Official

November 8, 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 Todd Janssen the Sr. Principal of Stantec Consulting Services Inc. on behalf of said firm.

DEBORA D. NEWELL
Notary Public, State of Texas
My Commission Expires
April 28, 2019

Notary Public in and for the
State of Texas

My commission expires: April 28, 2019

EXHIBIT B

ENGINEERING SERVICES

Design of new roadway from Limmer Loop to Chandler Road, approximately 2.4 miles.

1. DETAILED DESIGN PHASE SERVICES

   This phase of the project generally consists of preparing construction plans, specifications and estimates, and contract documents. Services may include, but are not limited to:

   a. Preparation of construction plans, specifications and estimates, including refinement of design parameters developed during the Schematic Design Phase.

   b. Preparation of contract documents using the County's Road Bond document templates.

   c. Preparation of preliminary quantities and cost estimates.

   d. Environmental due diligence compliance appropriate to the local funding source.

   e. Coordination with the County's designated utility coordination consultants.

2. BIDDING AND CONSTRUCTION PHASE SERVICES

   This phase of the project generally consists of assisting with the bidding and contract award process, and providing support during construction. Services may include, but are not limited to:

   a. Supporting the pre-bid meeting, bid opening, and preparing an award recommendation.

   b. Supporting the pre-construction conference, responding to RFIs, change orders, and reviewing submittals as needed.

   c. Supporting plan revisions for field changes and attending meetings as needed.

Note: A detailed Scope of Services, Schedule, and Fee Proposal will be prepared with each Work Authorization.

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 Stantec Consulting Services, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of September , 2016.

ENGINEER:	COUNTY:
Stantec Consulting Services, Inc.	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	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

Stantec

STANDARD RATE SCHEDULE

THE FOLLOWING RATES ARE FOR WORK PERFORMED ON AN HOURLY CHARGE BASIS. RATES INCLUDE COMPANY OVERHEAD AND PROFIT FOR SERVICES ACCOMPLISHED DURING REGULAR WORKING HOURS.

DIRECT LABOR

OFFICE PERSONNEL SERVICES	Hourly Rate
Senior Principal (L18)	$278
Principal (L16-L17)	$207
Senior Associate (L14-L16)	$190
Project Manager (L10-L13)	$161
Senior Project Manager (L11-L15)	$179
Civil Designer (L8-L11)	$130
Civil Engineer (L10-L11)	$140
Senior Civil Engineer (L11-L12)	$140
Structural Designer (L9)	$121
Senior GIS Analyst	$131
Landscape Designer (L6-L7)	$105
Senior Landscape Designer (L8)	$113
CAD Technician (L6)	$98
Senior CAD Technician (L9-L11)	$131
Senior Land Surveyor (L11)	$140
Field Survey Technician (L4-L5)	$90
Senior Field Survey Technician (L8-L10)	$131
Senior Survey Technician (L9-L10)	$125
Senior Urban Planner (L11)	$140
Administrative Assistant (L6)	$98
Senior Administrative Assistant (L7)	$105
Administrative Manager (L9)	$121
Courier (L4)	$81
Construction Observation (L10)	$131
Claims Management	$300
Expert Witness	$450

OK
11/9/2016

FIELD PARTY SERVICES	
2-Man Field Party	$160 per hour
3-Man Field Party	$185 per hour
4-Man Field Party	$215 per hour

DIRECT EXPENSES

Transportation:	
By Firm's Passenger Vehicles	Per IRS Rates
By Firm's Survey Trucks	~~$0.75~~ per mile 0.54
Subsistence for Out-of-City Work (Survey Field Crew)	Prevailing IRS Approved Rates for Survey Locale
Survey Stakes, Lathes, Iron Rods and other Direct Expenses	Our cost plus 10%
In-House Courier & Delivery Services	<15 Miles at ¼ hr Billing
In-House Courier & Delivery Services	>15 Miles at ¼ hr Billing
In-House Reproduction & Printing by Firm	Prevailing Commercial Rates

OK

These rates are subject to change without notice

Notes:

1. Field Party rates include a charge for normal equipment, normal supplies and survey vehicles. Abnormal use of stakes, lathes, etc. used (such as during the construction phase of a project) will be charged as indicated. A mileage charge will be billed for projects exceeding a 50 mile radius of the base office.
2. A minimum of two hours Field Party time charge will be made for show up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged for at the appropriate rates shown above.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose
     - 7.2.1.4 Name of traveler(s)
     - 7.2.1.5 Correspondence that verifies business purpose of the expense
   - 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
   - 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
   - 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
   - 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
   - 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
   - 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
   - 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
   - 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

10/1/2017

DATE (MM/DD/YYYY) 10/27/2016

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lloyds of London	
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER B : AIG Specialty Insurance Company	26883
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 14349716 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	☐ OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A A	Professional Liab	N	N	GLOPR1601673 NO RETROACTIVE DATE	10/1/2016	10/1/2017	$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2016	10/1/2017	$3,000,000 PER LOSS/AGG	

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

RE: PROJECT NAME COUNTY ROAD 119. STANTEC PROJECT #222010286.

CERTIFICATE HOLDER

14349716
DAN A. GATTIS, COUNTY JUDGE
ATTN: MICHAEL WEAVER - PRIME STRATEGIES
1508 SOUTH LAMAR BLVD.,
AUSTIN TX 78704

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Josh M Arnold

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CERTIFICATE OF LIABILITY INSURANCE

5/1/2017

DATE (MM/DD/YYYY): 10/27/2016

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

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

PRODUCER: Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1415077 STANTEC CONSULTING SERVICES INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Sentry Insurance a Mutual Company — 24988 INSURER C : American Guarantee and Liab. Ins. Co. — 26247 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 14349712 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] CONTRACTUAL/CROSS [ ] XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	GLO5415704	5/1/2016	5/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B B B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	90-17043-08 (AOS) 90-17043-09 (MA) 90-17043-10 (CA)	5/1/2016 5/1/2016 5/1/2016	5/1/2017 5/1/2017 5/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N	N	AUC918463701	5/1/2016	5/1/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	90-17043-06 (AOS) 90-17043-07 (HI) EXCEPT FOR OH ND WA WY	5/1/2016 5/1/2016	5/1/2017 5/1/2017	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: PROJECT NAME COUNTY ROAD 119. STANTEC PROJECT #222010286. COUNTY OF WILLIAMSON, ITS DIRECTORS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY STANTEC CONSULTING INC. WHERE REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY AND AUTO LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14349712
DAN A. GATTIS, COUNTY JUDGE
ATTN: MICHAEL WEAVER - PRIME STRATEGIES
1508 SOUTH LAMAR BLVD.,
AUSTIN TX 78704

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Josh M Arnell

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RECEIVED
NOV 11 2016
BY: PSI

WORK AUTHORIZATION NO. 1
PROJECT: County Road 119
Drainage Improvements

This **Work Authorization** is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Stantec Consulting Services, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$104,988**.

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 **December 31, 2018**. 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.

OK MM 11/14/2016

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Stantec Consulting Services, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Arnold Gonzales, Jr., PE Printed Name	_____ Printed Name
Senior PM/Senior Associate Title	_____ Title

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
DESIGN SERVICES FOR COUNTY ROAD 119

PROJECT DESCRIPTION

Existing Facility

From Limmer Loop, County Road 119 is a two-lane asphalt concrete pavement roadway with turn lanes, four foot shoulders and open ditches within a typical 120-foot right-of-way for approximately 0.20 mile then transitions to a two-lane gravel roadway with open ditches within 120-foot right-of-way for approximately 0.65 mile, leading to an existing private driveway. The facility contains two cross-drainage pipe structures and is mainly surrounded by agricultural field property.

Proposed Facility

County Road 119 will be expanded to a two-lane asphalt concrete pavement roadway with a continuous left turn lane, eight-foot shoulders, storm sewer, and open ditches within varying 120'-189' right-of-way from Limmer Loop to Chandler Road for approximately 2.354 miles. The proposed pavement structure will consist of widening and new pavement with the following strata: 2" HMA, Seal Coat, 3" HMA, Prime Coat, 10" Flexible Base, Geogrid, and 8" Lime Treated Subgrade. The proposed facility will contain six cross-drainage structures, including a new 120-foot span bridge across Cottonwood Creek.

1. DESIGN SERVICES

A. Drainage Study

Based on updated drainage/floodplain models provided by FEMA, an evaluation of the current bridge design and associated modelling will be performed to ensure adequate sizing and configuration.

1. Review update FEMA HEC-RAS models for Cottonwood Creek
2. Update current proposed HEC-RAS models for bridge design
3. Update drainage report reflecting findings from updated FEMA models and proposed conditions

B. Public Paving and Drainage Construction Documents

Based on the results of the updated drainage study, prepare construction design documents reflecting changes to current plan.

1. Final Design Plan, 100%+++) – Stantec will submit plans, specifications, and estimates with information outlined and required by the Williamson County Criteria Manual. In particular, updated drainage plan, bridge layout, calculations, cross-sections, details and quantities.

C. CLOMR Preparation & Processing

A. Conditional Letter of Map Revision (CLOMR)

Federal Emergency Management Agency Map Revision

In 1968, Congress created the National Flood Insurance Program (NFIP). The NFIP was designed to reduce future flood losses through local floodplain management. The NFIP requires the participating community to adopt floodplain management ordinances containing certain minimum requirements intended to reduce future flood losses. The community is also responsible for submitting data to the Federal Emergency Management Agency (FEMA) reflecting revised flood hazard information so that NFIP maps can be revised as appropriate. Submissions to FEMA for revisions provide FEMA with assurance that all pertinent data relating to the revision is included in the submittal. They will also assure that: (a) the data and methodology are based on current conditions; (b) qualified professionals have assembled data and performed all necessary computations; and (c) all individuals and organizations impacted by proposed changes are aware of the changes and will have an opportunity to comment on them.

Based upon information previously developed, Cottonwood Creek located within a FEMA defined flood zone. In order to proceed with improvements, a submittal to FEMA is required. We will prepare the required information, coordinate with your office to obtain the required submittal fees, submit it to the appropriate local floodplain management agency and directly to FEMA, and seek approval of the submittal for the following:

Conditional Letter of Map Revision (CLOMR):

A letter from FEMA commenting on whether a proposed project, if built as proposed, would justify a map revision (LOMR or PMR) for the proposed hydrology changes.
Some of the proposed improvements (bridge) are shown to encroach into the existing FEMA floodplain, in order for these to be finalized as developable, a drainage study is required. This study must utilize the currently acceptable hydrologic and hydraulic techniques and computer programs. The design, analysis and findings of the drainage study must be submitted in a written report format for review and approval by FEMA and the City. The purpose of the drainage study is to evaluate the upstream, adjacent and downstream properties to confirm if they are or are not adversely impacted by the proposed improvements. Once the study is finalized to show the proposed improvements will not adversely impact the floodplain per FEMA requirements for upstream, adjacent and downstream properties, this study will become part of the supporting documents included in the FEMA submittal described in Section B.

1. Utilize a HEC-HMS hydrologic model to develop the required stormwater hydrograph(s) to be routed using the HEC-RAS model. Existing and proposed conditions models for both HEC-HMA and HEC-RAS will be required to confirm the impact of proposed development on the existing FEMA floodplain.
2. Utilize existing Williamson County topographic maps or client furnished topographic information to develop channel cross-section information needed for input to run the existing HEC-RAS model. Fill assumptions or grading that modify property within the FEMA floodplain may be used to create proposed channel cross-section information for the proposed HEC-RAS model as needed. These modifications will be based on the current proposed creek improvements and will be used as the basis for the CLOMR request for FEMA modification.
3. We will prepare a preliminary HEC-RAS hydraulic analysis of this tributary and downstream conveyances to determine the availability of conveyance and to determine the floodplain limits on this tract and any adverse flooding impacts on nearby tracts.
4. We will also determine the 100-year Floodway within the studied area and incorporate the data into our HEC-RAS model in order to determine limits of possible fill. Floodway analysis is required when the current Map shows it
5. Submit this preliminary study to Williamson County for review and comment with our draft recommendations for the FEMA report.
6. Incorporate the client's comments into the final HEC-RAS study.
7. Prepare FEMA engineering report
8. Prepare Exhibits and Work Maps for floodplain delineation
9. Submit the Report to Williamson County and or City of Hutto for consideration and approval in order to submit to FEMA.
10. Submit report to FEMA for review
11. Coordinate with FEMA and other reviewing agencies in addressing comments and obtaining approval

Note: CLOMR requests need to include documented compliance with the Endangered Species Act (ESA) from the National Marine Fisheries Service or the United States Fish and Wildlife Service (this may require the involvement of an environmental specialist, not included in scope).

Estimated FEMA Review fee for CLOMR based on new hydrology, bridge, culvert, channel, or combination thereof = $4,400

D. LOMR Preparation & Processing

A Letter of Map Revision (LOMR) is the Federal Emergency Management Agency's (FEMA's) official modification to an effective Flood Insurance Rate Map (FIRM). LOMRs can result in a physical change to the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). LOMR reviews take up to 90 days to process, are subject to an appeal period, and usually become effective within six months after they are

issued. Because a LOMR officially revises the effective FIRM, the flood hazard updates shown are used to rate flood insurance policies and enforce flood insurance and development requirements.
Data Required by FEMA for LOMR is as follows:

1. Application/certification forms
2. Community acknowledgment (from each impacted community)
3. Hydrologic computations (if applicable) along with digital files of computer models used
4. Hydraulic analysis (if applicable) along with digital files of computer models used
5. Certified topographic workmap with SFHA and floodway (if applicable) delineations
6. Annotated FIRM
7. Annotated FIS report
8. Project narrative and site photographs (optional but recommended)

Note: If there are proposed changes to a regulatory floodway, public notice will be required when requesting a LOMR based on as-built conditions.

Estimated FEMA Review fee for LOMR based on new hydrology, bridge, culvert, channel, or combination thereof = $4,400

2. BID DOCUMENTS

Stantec will provide updated documentation needed for project bidding phase including genral notes, bid forms, specifications, and assist with project manual development.

3. DELIVERABLES

a. All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested. Anticipated deliverables include:

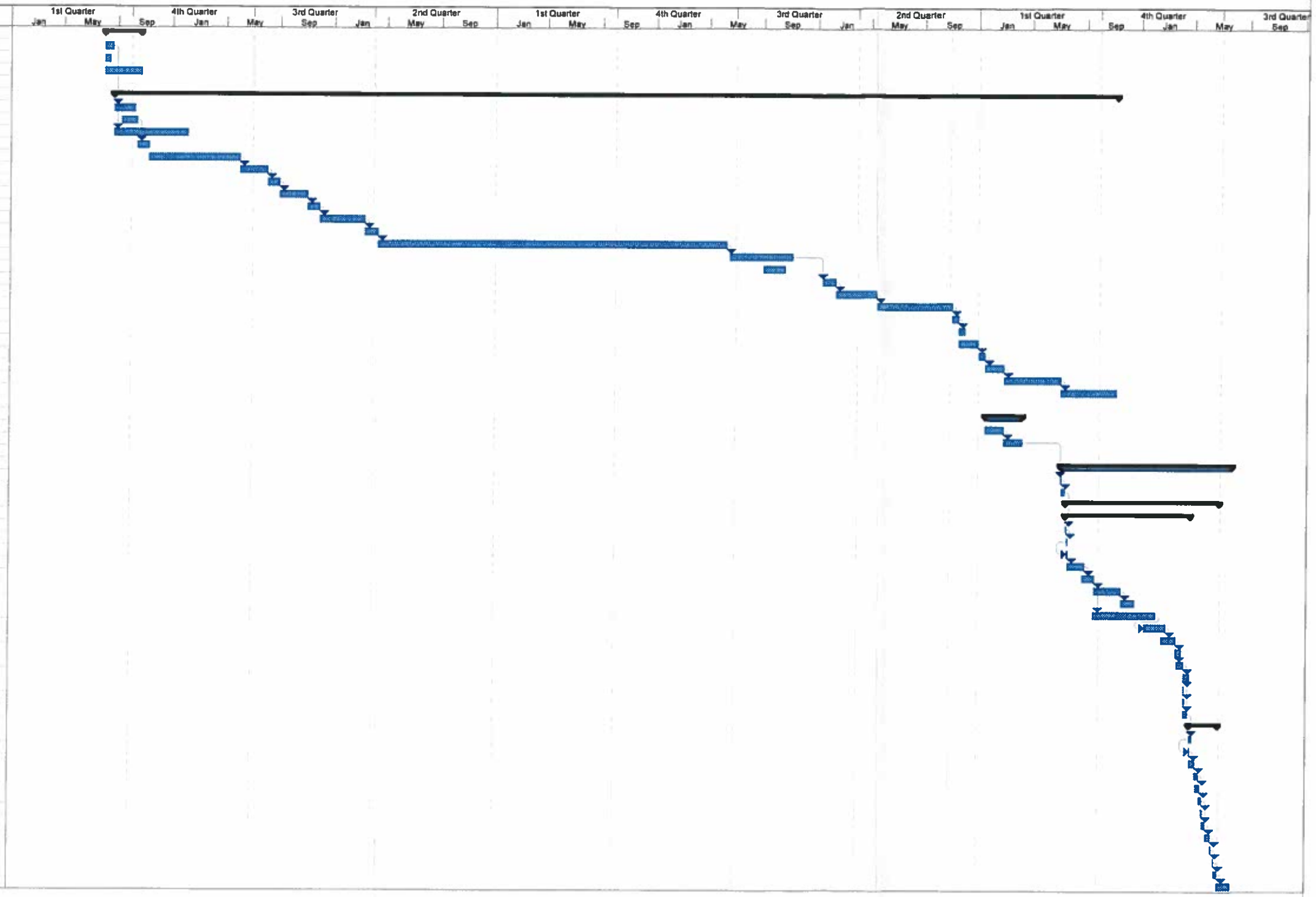
- Revised 100% Plans
- Revised Final Construction Plans
- Revised Bidding Documents
- Draft Drainage Report/CLOMR/LOMR
- Final Drainage Report/CLOMR/LOMR

4. Reimbursables/Reproduction

Reproduction, courier, and delivery services will be provided for this project and billed in accordance to our expenses will be reimbursed at actual cost. All fees required for FEMA or regulatory reviews will be paid by County.

WILLIAMSON COUNTY - COUNTY ROAD 119 PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Preliminary Engineering and Surveying Process**	**60 days**	**Mon 8/1/11**	**Fri 10/21/11**	
2	Preliminary Survey and Alignment Study	15 days	Mon 8/1/11	Fri 8/19/11	
3	Preliminary Structural Report	10 days	Mon 8/1/11	Fri 8/12/11	
4	Environmental Assessment (provided by County)	60 days	Mon 8/1/11	Fri 10/21/11	
5					
6	**Design Process**	**1622 day...**	**Mon 8/22/11**	**Tue 11/7/17**	
7	Design Survey	35 days	Mon 8/22/11	Fri 10/7/11	2
8	30% Design Documents	25 days	Thu 9/8/11	Wed 10/12/11	
9	ROW Parcel	120 days	Mon 8/22/11	Fri 2/3/12	2
10	County Review	20 days	Thu 10/13/11	Wed 11/9/11	8
11	*Project on hold - Wilco negotiation with developer*	147 days	Wed 11/9/11	Thu 5/31/12	
12	60% Design Documents	45 days	Fri 6/1/12	Thu 8/2/12	11
13	County Review	20 days	Fri 8/3/12	Thu 8/30/12	12
14	90% Design Documents	45 days	Fri 8/31/12	Thu 11/1/12	13
15	County Review	20 days	Fri 11/2/12	Thu 11/29/12	14
16	Project on hold - Wilco potholing existing gas line Xing	3.4 emons	Thu 11/29/12	Mon 3/11/13	15
17	100% Design Documents	22 days	Tue 3/12/13	Wed 4/10/13	16
18	County Review (Project put on hold/Restarted)	564 days	Thu 4/11/13	Tue 6/9/15	17
19	100%+ Design Documents (After Restart)	103 days	Wed 6/17/15	Fri 11/6/15	18
20	Geotechnical Assessment	36 days	Tue 9/1/15	Tue 10/20/15	
21	County Review	20 days	Wed 1/13/16	Tue 2/9/16	19
22	100%++ Design Documents	68 days	Wed 2/10/16	Fri 5/13/16	21
23	Project on hold - FEMA update	24.2 wks	Mon 5/16/16	Mon 10/31/16	22
24	Cottonwood Creek HEC-RAS Model Evaluation	11 days?	Tue 11/1/16	Tue 11/15/16	23
25	Drainage Analysis & Report Update	11 days?	Wed 11/16/16	Wed 11/30/16	24
26	100%+++ Design Documents (FINAL)	33 days?	Wed 11/16/16	Fri 12/30/16	
27	Final County Review & Approval	11 days?	Mon 1/2/17	Mon 1/16/17	26
28	CLOMR Preparation	31 days?	Tue 1/17/17	Tue 2/28/17	27
29	CLOMR Processing & Approval	90 days	Wed 3/1/17	Tue 7/4/17	28
30	LOMR Processing & Approval	90 days	Wed 7/5/17	Tue 11/7/17	29
31					
32	**Bidding Process**	**60 days**	**Tue 1/17/17**	**Mon 4/10/17**	
33	Advertise for Bid	30 days	Tue 1/17/17	Mon 2/27/17	
34	Award Bid	30 days	Tue 2/28/17	Mon 4/10/17	33
35					
36	**Construction**	**276 days**	**Wed 7/5/17**	**Wed 7/25/18**	
37	Implement Phase 1 TCP	2 days	Wed 7/5/17	Thu 7/6/17	34FS+20 days
38	Prep ROW	6 days	Fri 7/7/17	Fri 7/14/17	37
39	**Construction Phasing**	**248 days**	**Mon 7/17/17**	**Wed 6/27/18**	
40	**Phase 1**	**202 days**	**Mon 7/17/17**	**Tue 4/24/18**	
41	Establish Traffic Control	2 days	Mon 7/17/17	Tue 7/18/17	38
42	Install Temp Pavement	2 days	Wed 7/19/17	Thu 7/20/17	41
43	Implement Erosion Control	4 days	Tue 7/18/17	Fri 7/21/17	42SS-1 day
44	Embankment	28 days	Fri 7/21/17	Tue 8/29/17	43FS-1 day
45	Excavation	20 days	Thu 8/24/17	Wed 9/20/17	44FS-4 days
46	Relocate Existing Gas Lines	2 emons	Wed 9/20/17	Sun 11/19/17	45
47	Storm Sewer	23 days	Mon 11/20/17	Wed 12/20/17	46
48	Culverts/Bridge	100 days	Tue 9/19/17	Mon 2/5/18	45FS-2 days
49	Lime / Prep Subgrade	35 days	Thu 1/11/18	Wed 2/28/18	48FS-18 days
50	Flex Base	25 days	Mon 2/19/18	Fri 3/23/18	49FS-8 days
51	Driveways	10 days	Fri 3/23/18	Thu 4/5/18	50FS-1 day
52	Pavement	12 days	Mon 3/26/18	Tue 4/10/18	50
53	Construct Proposed CR 118 Improvements	10 days	Wed 4/11/18	Tue 4/24/18	52
54	Signing, CR 118 and 119 (Where appropriate)	2 days	Wed 4/11/18	Thu 4/12/18	52
55	Temporary Striping	3 days	Wed 4/11/18	Fri 4/13/18	52
56	Seeding	8 days	Wed 4/11/18	Fri 4/20/18	52
57	**Phase 2**	**47 days**	**Tue 4/24/18**	**Wed 6/27/18**	
58	Establish Traffic Control	4 days	Wed 4/25/18	Mon 4/30/18	56FS+2 days
59	Implement Erosion Control	2 days	Tue 4/24/18	Wed 4/25/18	58SS-1 day
60	Embankment	9 days	Wed 4/25/18	Mon 5/7/18	59FS-1 day
61	Excavation	7 days	Mon 5/7/18	Tue 5/15/18	60FS-1 day
62	Lime / Prep Subgrade	8 days	Wed 5/9/18	Fri 5/18/18	61FS-5 days
63	Flex Base	5 days	Thu 5/17/18	Wed 5/23/18	62FS-2 days
64	Driveways	4 days	Tue 5/22/18	Fri 5/25/18	63FS-2 days
65	Pavement	6 days	Thu 5/24/18	Thu 5/31/18	63
66	Temporary Striping	8 days	Fri 6/1/18	Tue 6/12/18	65
67	Seeding / Revegitation	2 days	Wed 6/13/18	Thu 6/14/18	66
68	Substantial Completion Walkthrough	1 day	Wed 6/20/18	Wed 6/20/18	67FS+3 days
69	Final Striping and Signing	5 days	Thu 6/21/18	Wed 6/27/18	68
70	Final Project Clean up / Closeout	20 days	Thu 6/28/18	Wed 7/25/18	69



Project: 222010286_ProjectSchedule_
Date: Thu 10/27/16

Task | Split | Milestone | Summary | Project Summary | External Tasks | External MileTask | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Progress | Split

FEE ESTIMATE
STANTEC CONSULTING SERVICES, Inc.

ATTACHMENT D - RATE SCHEDULE

PROJECT:	**PROJECT NO.:**
Williamson County - County Road 119	*222010286*

			EMPLOYEES							
			SENIOR PRINCIPAL	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR CIVIL ENGINEER	CONSTRUCTION OBSERVATION	SENIOR CADD TECHNICIAN	SENIOR ADMINISTRATIVE ASSISTANT
TASK	**DESCRIPTION**	**TASK COST**	$278.00	$207.00	$179.00	$161.00	$140.00	$131.00	$131.00	$105.00
A.1	Drainage Evaluation & Report Update	$13,966.00		2	20	40	8		12	8
A.2	Revise Final Construction Plans (100+++)	$24,880.00			20	40	50		60	
A.3	Revise Final Bid Documents	$4,832.00			4	16	8			4
A.4	CLOMR Preparation & Processing	$34,384.00		2	20	50	60		100	8
A.5	LOMR Preparation & Processing	$14,484.00		2	10	20	40		20	8
A.6	Deliverables	$3,642.00			2	4	8		10	2
A.7	FEMA Fees	$8,800.00								
	TOTAL	$104,988.00	0	6	76	170	174	0	202	30
	TOTAL HOURS	658								
	DISTRIBUTION		0%	1%	12%	26%	26%	0%	31%	5%
	INDIVIDUAL COSTS		$0	$1,242	$13,604	$27,370	$24,360	$0	$26,462	$3,150

Total Current Fee **$104,988.00**

RECEIVED
NOV 11 2016
BY: PSI

WORK AUTHORIZATION NO. 2
PROJECT: County Road 119
Construction Phase Services

This **Work Authorization** is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Stantec Consulting Services, Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$33,798.00**.

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 **December 31, 2018**. 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.

OK
MM 11/14/2016

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Stantec Consulting Services, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Arnold Gonzales, Jr., PE Printed Name	_____ Printed Name
Senior PM/Senior Associate Title	_____ Title

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Rate Schedule

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR COUNTY ROAD 119

PROJECT DESCRIPTION

Existing Facility

From Limmer Loop, County Road 119 is a two-lane asphalt concrete pavement roadway with turn lanes, four foot shoulders and open ditches within a typical 120-foot right-of-way for approximately 0.20 mile then transitions to a two-lane gravel roadway with open ditches within 120-foot right-of-way for approximately 0.65 mile, leading to an existing private driveway. The facility contains two cross-drainage pipe structures and is mainly surrounded by agricultural field property.

Proposed Facility

County Road 119 will be expanded to a two-lane asphalt concrete pavement roadway with a continuous left turn lane, eight-foot shoulders, storm sewer, and open ditches within varying 120'-189' right-of-way from Limmer Loop to Chandler Road for approximately 2.354 miles. The proposed pavement structure will consist of widening and new pavement with the following strata: 2" HMA, Seal Coat, 3" HMA, Prime Coat, 10" Flexible Base, Geogrid, and 8" Lime Treated Subgrade. The proposed facility will contain six cross-drainage structures, including a new 120-foot span bridge across Cottonwood Creek.

1. CONSTRUCTION PHASE SERVICES

   a. REQUESTS FOR INFORMATION - RFIs (**eight (8)** assumed):

      - Attend site visits and/or meetings to gather data and information for RFI responses.
      - Respond to Contractor RFIs and provide design clarifications, additional information, and additional data to the GEC as required.

   b. REVIEW CONTRACTOR SUBMITTALS & SHOP DRAWINGS (**20** assumed):

      - Review Contractor submittals and shop drawings received from the GEC. Shop drawings will be reviewed for general conformance with the plans and specifications and will include providing stamped concurrence, exceptions or resubmittal notations to the Contractor.

   c. PLAN REVISIONS FOR FIELD CHANGES (**five (5)** sheets assumed):

      - Engineer will provide minor revisions to plans in order to address differing site conditions, third party accommodation, or other owner directed changes. Revisions to plans will include revision clouds around any changes, will include

descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.

d. ATTEND MEETINGS (**twelve (12)** assumed):

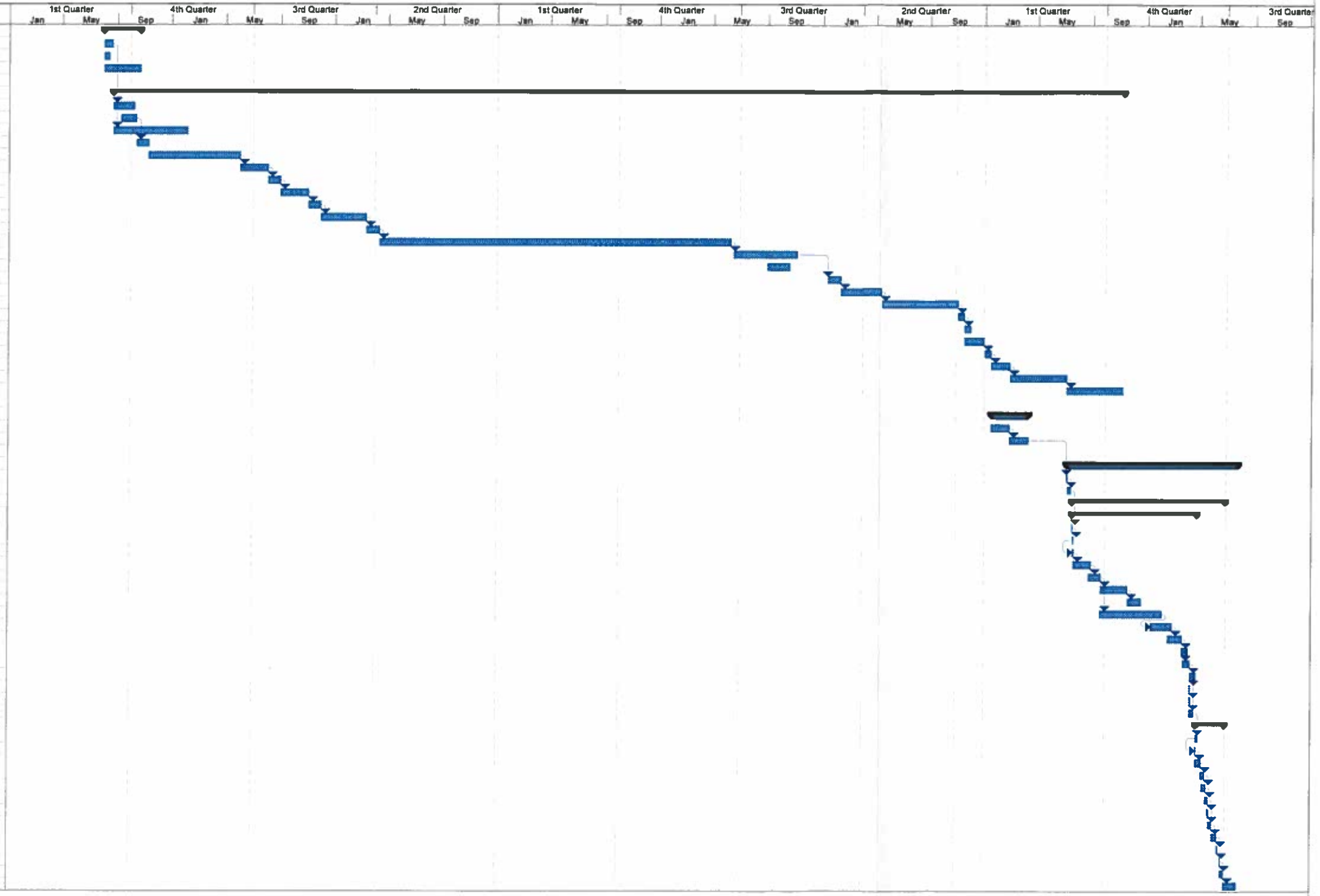
- Engineer will attend meetings at the project site or Williamson County representative office, as requested.
- Visit the project site on request (**two (2)** hours per visit/**twelve (12) visits** assumed) during construction to address questions on interpretation of plans.

2. DELIVERABLES

a. All contract documents, including hard copies and electronic files, shall be turned over to the County at each milestone and at the completion of the project. Documents shall be posted to the County's project management database as requested.

WILLIAMSON COUNTY - COUNTY ROAD 119 PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Preliminary Engineering and Surveying Process**	60 days	Mon 8/1/11	Fri 10/21/11	
2	Preliminary Survey and Alignment Study	15 days	Mon 8/1/11	Fri 8/19/11	
3	Preliminary Structural Report	10 days	Mon 8/1/11	Fri 8/12/11	
4	Environmental Assessment (provided by County)	60 days	Mon 8/1/11	Fri 10/21/11	
5					
6	**Design Process**	1622 day...	Mon 8/22/11	Tue 11/7/17	
7	Design Survey	35 days	Mon 8/22/11	Fri 10/7/11	2
8	30% Design Documents	25 days	Thu 9/8/11	Wed 10/12/11	
9	ROW Parcel	120 days	Mon 8/22/11	Fri 2/3/12	2
10	County Review	20 days	Thu 10/13/11	Wed 11/9/11	8
11	*Project on hold - Wilco negotiation with developer*	147 days	Wed 11/9/11	Thu 5/31/12	
12	60% Design Documents	45 days	Fri 6/1/12	Thu 8/2/12	11
13	County Review	20 days	Fri 8/3/12	Thu 8/30/12	12
14	90% Design Documents	45 days	Fri 8/31/12	Thu 11/1/12	13
15	County Review	20 days	Fri 11/2/12	Thu 11/29/12	14
16	Project on hold - Wilco potholing existing gas line Xing	3.4 emons	Thu 11/29/12	Mon 3/11/13	15
17	100% Design Documents	22 days	Tue 3/12/13	Wed 4/10/13	16
18	County Review (Project put on hold/Restarted)	564 days	Thu 4/11/13	Tue 6/9/15	17
19	100%+ Design Documents (After Restart)	103 days	Wed 6/17/15	Fri 11/6/15	18
20	Geotechnical Assessment	36 days	Tue 9/1/15	Tue 10/20/15	
21	County Review	20 days	Wed 1/13/16	Tue 2/9/16	19
22	100%++ Design Documents	68 days	Wed 2/10/16	Fri 5/13/16	21
23	Project on hold - FEMA update	24.2 wks	Mon 5/16/16	Mon 10/31/16	22
24	Cottonwood Creek HEC-RAS Model Evaluation	11 days?	Tue 11/1/16	Tue 11/15/16	23
25	Drainage Analysis & Report Update	11 days?	Wed 11/16/16	Wed 11/30/16	24
26	100%+++ Design Documents (FINAL)	33 days?	Wed 11/16/16	Fri 12/30/16	
27	Final County Review & Approval	11 days?	Mon 1/2/17	Mon 1/16/17	26
28	CLOMR Preparation	31 days?	Tue 1/17/17	Tue 2/28/17	27
29	CLOMR Processing & Approval	90 days	Wed 3/1/17	Tue 7/4/17	28
30	LOMR Processing & Approval	90 days	Wed 7/5/17	Tue 11/7/17	29
31					
32	**Bidding Process**	60 days	Tue 1/17/17	Mon 4/10/17	
33	Advertise for Bid	30 days	Tue 1/17/17	Mon 2/27/17	
34	Award Bid	30 days	Tue 2/28/17	Mon 4/10/17	33
35					
36	**Construction**	276 days	Wed 7/5/17	Wed 7/25/18	
37	Implement Phase 1 TCP	2 days	Wed 7/5/17	Thu 7/6/17	34FS+20 days
38	Prep ROW	6 days	Fri 7/7/17	Fri 7/14/17	37
39	**Construction Phasing**	248 days	Mon 7/17/17	Wed 6/27/18	
40	**Phase 1**	202 days	Mon 7/17/17	Tue 4/24/18	
41	Establish Traffic Control	2 days	Mon 7/17/17	Tue 7/18/17	38
42	Install Temp Pavement	2 days	Wed 7/19/17	Thu 7/20/17	41
43	Implement Erosion Control	4 days	Tue 7/18/17	Fri 7/21/17	42SS-1 day
44	Embankment	26 days	Fri 7/21/17	Tue 8/29/17	43FS-1 day
45	Excavation	20 days	Thu 8/24/17	Wed 9/20/17	44FS-4 days
46	Relocate Existing Gas Lines	2 emons	Wed 9/20/17	Sun 11/19/17	45
47	Storm Sewer	23 days	Mon 11/20/17	Wed 12/20/17	46
48	Culverts/Bridge	100 days	Tue 9/19/17	Mon 2/5/18	45FS-2 days
49	Lime / Prep Subgrade	35 days	Thu 1/11/18	Wed 2/28/18	48FS-18 days
50	Flex Base	25 days	Mon 2/19/18	Fri 3/23/18	49FS-8 days
51	Driveways	10 days	Fri 3/23/18	Thu 4/5/18	50FS-1 day
52	Pavement	12 days	Mon 3/26/18	Tue 4/10/18	50
53	Construct Proposed CR 118 Improvements	10 days	Wed 4/11/18	Tue 4/24/18	52
54	Signing, CR 118 and 119 (Where appropriate)	2 days	Wed 4/11/18	Thu 4/12/18	52
55	Temporary Striping	3 days	Wed 4/11/18	Fri 4/13/18	52
56	Seeding	8 days	Wed 4/11/18	Fri 4/20/18	52
57	**Phase 2**	47 days	Tue 4/24/18	Wed 6/27/18	
58	Establish Traffic Control	4 days	Wed 4/25/18	Mon 4/30/18	56FS+2 days
59	Implement Erosion Control	2 days	Tue 4/24/18	Wed 4/25/18	58SS-1 day
60	Embankment	9 days	Wed 4/25/18	Mon 5/7/18	59FS-1 day
61	Excavation	7 days	Mon 5/7/18	Tue 5/15/18	60FS-1 day
62	Lime / Prep Subgrade	8 days	Wed 5/9/18	Fri 5/18/18	61FS-5 days
63	Flex Base	5 days	Thu 5/17/18	Wed 5/23/18	62FS-2 days
64	Driveways	4 days	Tue 5/22/18	Fri 5/25/18	63FS-2 days
65	Pavement	6 days	Thu 5/24/18	Thu 5/31/18	63
66	Temporary Striping	8 days	Fri 5/1/18	Tue 6/12/18	65
67	Seeding / Revegitation	2 days	Wed 6/13/18	Thu 6/14/18	66
68	Substantial Completion Walkthrough	1 day	Wed 6/20/18	Wed 6/20/18	67FS+3 days
69	Final Striping and Signing	5 days	Thu 6/21/18	Wed 6/27/18	68
70	Final Project Clean up / Closeout	20 days	Thu 6/28/18	Wed 7/25/18	69



Project: 222010286_ProjectSchedule_
Date: Thu 10/27/16

Task	Summary	External MileTask	Inactive Summary	Manual Summary Rollup	Finish-only
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Progress
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Split

FEE ESTIMATE
STANTEC CONSULTING SERVICES, Inc.

ATTACHMENT D - RATE SCHEDULE

PROJECT:	**PROJECT NO.:**
Williamson County - County Road 119	*222010286*

				EMPLOYEES							
				SENIOR PRINCIPAL	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR CIVIL ENGINEER	CONSTRUCTION OBSERVATION	SENIOR CADD TECHNICIAN	SENIOR ADMINISTRATIVE ASSISTANT
TASK	**DESCRIPTION**	**UNITS**	**TASK COST**	$278.00	$207.00	$179.00	$161.00	$140.00	$131.00	$131.00	$105.00
A.1	Requests for Information (RFI)		$12,016.00			4	40	16	12	8	
A.2	Review Contractor Submittals & Shop Drawings	20	$4,984.00			4	20			8	
A.3	Plan Revisions for Field Changes	5	$11,892.00			4	16	24		40	
A.4	Attend Meetings	6	$3,612.00			6	6		12		
A.5	Deliverables		$1,294.00					4		4	2
	TOTAL	**31**	**$33,798.00**	0	0	18	82	44	24	60	2
	TOTAL HOURS		230								
	DISTRIBUTION			0%	0%	8%	36%	19%	10%	26%	1%
	INDIVIDUAL COSTS			$0	$0	$3,222	$13,202	$6,160	$3,144	$7,860	$210

Total Current Fee **$33,798.00**

Commissioners Court - Regular Session **29.**

Meeting Date: 11/29/2016

Unintech SH 29 at DB Wood Contract Amendment No 3

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 3 for SH 29 at D.B. Wood Road Engineering Services between Williamson County and Unintech Consulting Engineers, Inc. relating to the 2013 Road Bond Program.

Background

This contract amendment adds one rate category - 2-man survey crew @ $135.00 - not previously included in Exhibit D rate schedule.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unintech_ContractAmednment3_SH29-DBWood

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:11 AM
Form Started By: Marie Walters		Started On: 11/21/2016 04:10 PM
Final Approval Date: 11/22/2016		

RECEIVED
NOV 17 2016
BY: PST

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 29 at D.B. Wood Road Improvements ("Project")

THIS CONTRACT AMENDMENT NO. 3 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 Unintech Consulting Engineers, 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 October 16, 2014 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,100,000; and,

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

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

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

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

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

ENGINEER:

By: _____
Signature

MIN CHOW (CLIFFORD) HEN
Printed Name

CHIEF OF ENGINEERING
Title

11-15-16
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

ok
11/16/2016

EXHIBIT D

RATE SCHEDULE

Unintech Consulting Engineers, Inc.

Title	Rate (per hour)
Project Manager	$195.00
Senior Engineer	$160.00
Project Engineer	$135.00
Design Engineer	$110.00
EIT	$95.00
Drainage Engineer	$130.00
Senior CADD Operator	$95.00
Admin/Clerical	$45.00
Survey Project Manager	$160.00
Survey Technician	$85.00
Survey Tech GPS/SIT	$100.00
2-Man Survey Crew	$135.00
3 Man Survey Crew	$160.00
Survey Admin	$45.00

New rate category OK M

HDR Inc.

Title	Rate (per hour)
Senior Traffic Project Manager	$ 210.00
Senior Traffic Engineer	$ 180.00
Design Engineer	$120.00
EIT	$110.00
Traffic CADD Operator	$110.00
Admin/Clerical	$80.00

CP&Y, Inc.

Title	Rate (per hour)
Project Manager	$ 225.00
Senior Engineer	$ 155.00
Design Engineer	$ 115.00
EIT	$ 96.00
Chief Hydrologist	$ 185.00

Freese & Nichols.

Title	Rate (per hour)
Environmental Scientist VII	$190.00
Environmental Scientist V	$145.16
Environmental Scientist IV	$140.15
Environmental Scientist III	$113.63
Cultural Resource (Brian King)	$111.89
GIS III	$97.03
Admin	$95.45

Kleinfelder

Title	Rate (per hour)
Senior Principal	$160.00
Senior Engineer	$155.00
Project Manager	$110.00
Staff Professional I	$75.00
Assistant Project Manager	$90.00
CADD Operator	$70.00
Admin	$50.00
Technician III	$58.00
Technician II	$55.00

Drilling/Testing/Trip Fees		
Item	Unit	Unit Rate
Traffic Control	Days	$1500.00
Mobilization	EA	$150.00
Asphalt Patch	EA	$30.00
Drilling and Sampling, Soil	Feet	$9.50
Coring, Drilling (Soft Rock-Retaining Wall)	Feet	$18.00
Stand. Penetration Test	EA	$35.00
Free Swell	EA	$150.00
Gradation Test #200 Wash	EA	$65.00
Texas Triaxial TEX-117E, Part II	EA	$1950.00
Moisture Content, Dry Dens	EA	$17.00
Atterberg Limits	EA	$65.00
pH, Sulfate, Chloride	EA	$125.00
Eades and Grim Test	EA	$135.00
Standard Proctor	EA	210.00
Resilient Modulus (a set of two)	EA	900.00
Unconf. Compress. Strength	EA	$28.00

Commissioners Court - Regular Session **30.**

Meeting Date: 11/29/2016

Seward Junction Southwest Utility Joimt Use Agreement

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Utility Joint Use Agreement between Charter Spectrum and Williamson County for utility relocations on Seward Junction Southwest, a Road Bond Project in Commissioner Pct. 2 .

Background

Charter Spectrum has existing facilities inside the Seward Junction Southwest right-of-way, which are in conflict with the proposed construction. The Joint Use Agreement allows Charter Spectrum to relocate their facilities in the proposed right-of-way. This relocation is not reimbursable.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Seward Juntion SW Utility Joint Use-Charter Spectrum

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:13 AM
Form Started By: Dawn Haggard		Started On: 11/21/2016 01:34 PM
Final Approval Date: 11/22/2016		

Utility Joint Use Agreement 80A

Agreement No. WC-JUA-UTILITY-Seward Junction SW– Charter Spectrum

THE STATE OF TEXAS}
COUNTY OF WILLIAMSON}

County: Williamson
Road Location: Seward Junction Southwest:
From SH 29 to CR 213 to US 183 at CR 259

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

WHEREAS, Charter Spectrum , hereinafter called the **Owner**, proposes to relocate certain of its facilities on, along or across, and within or over such limits of the roadway right of way as indicated on the plans attached, executed by **Owner** on the 10th day of November , 2016, or on location sketches attached hereto except as provided below;

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

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

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

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

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

Owner: Charter Spectrum
Utility Name

By Pete Nanos
Authorized Signature

Title: Construction Coordinator

Date: November 10, 2016

Williamson County

By _____
Authorized Signature

Title: Williamson County Judge

Date: _____

POLE #223979	POLE #4	POLE #223975
REM:	ADD:	EX:
45-3	45-3	50-H1
A5	A5	C7-5
(2)M42-11	(2)M42-11	(2)A5-2
G135	ZM5-158	(4)M42-17
L2-2.1R3	M5-23.1.1	(4)M42-11
E1-2	G135	G135
F1-2	L2-2.1R3	Q1.1
M2-2	E1-2	(2)E1-3
	F1-2	(2)E1-2
	M2-2	(2)F1-4
		(2)F1-3
		M2-2

PC 98+38.82

PT 100+99.53

100+00

266'

80'

EX: (2)1/0 ACSR

126'

EX (4)795 AAC
(3)3/8" OHGUY

247'

POLE
#223975

EX GL=
38',43',46'

4'3'3"

EX: (7)795 AAL

274'

286'

400' (2)#1/0 ACSR

REM: (2)#1/0 ACSR

POLE
#223979

2'

POLE
#4

9'

WATER
VALVE BOX

ADD GL=30'

REM GL=34'

2 RELOCATE EXISTING TRANSFORMER FROM POLE #223979 TO POLE #4

3 CAUTION WATER VALVE IN AREA

5 ELECTRICIAN TO REINSTALL UNDERGROUND ELECTRIC TO CONTROL PANEL FROM METER

CHARTER SPECTRUM LEGEND

PROPOSED OVERHEAD CABLE TO RE-ATTACH TO PEC'S POLES

EXISTING OVERHEAD CABLE

EXISTING POLE

NOTE: CHARTER SPECTRUM TO REQUEST AND OBTAIN PERMIT TO ATTACH TO PEC'S POLES.

THIS DRAWING IS CERTIFIED TO BE CORRECT FOR THE PEC ELECTRICAL FACILITIES SHOWN. ONLY INFORMATION CONCERNING OTHER FACILITIES PROVIDED BY OTHERS HAS NOT BEEN VERIFIED.

Ltr	Date	Revision	By	Chkd	Appd
A	9/19	RELEASED FOR CONSTRUCTION	RBK	GJL	GJL

DRAWN: RBK
CHECKED: GJL
APPROVED: GJL

CHARTER SPECTRUM RELOCATION PLANS

PLAN VIEW

DATE: 9-19-16
SCALE: 1"=100'-0"
DWG. NO: 16PECL3005-4

Received
NOV 11 2016
HNTB Corporation
Round Rock

CobbFendley

LETTER OF TRANSMITTAL

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

Date: November 10, 2016
CobbFendley Job:
Re: Seward Junction Southwest
Charter's UJUA

ATTENTION: Eddie Church 512-744-9082

WE ARE SENDING YOU THE FOLLOWING VIA: courier

☐ Prints ☒ Originals ☐ Other

QUANTITY	DESCRIPTION
5	Charter's UJUA

PURPOSE OF TRANSMITTAL:

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

Mr. Church:

We have reviewed and recommend execution of Charter's UJUA.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By:
Date & Time:

SIGNED Melissa Horn
Melissa Horn, Principal

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

Commissioners Court - Regular Session **31.**

Meeting Date: 11/29/2016

1604-067 RM 2243 at Escalera and SH 29 at Cedar Hollow Right Turn Lanes Change Order No. 1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -$47,857.16 for RM 2243 at Escalera and SH 29 at Cedar Hollow Right Turn Lanes, a Road Bond Project in Commissioner Pct. 3.

Background

This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1604-067 Right Turn Lanes CO No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:11 AM
Form Started By: Dawn Haggard		Started On: 11/21/2016 01:39 PM
Final Approval Date: 11/22/2016		

Received
NOV 1 8 2016
HNTB Corporation
Round Rock

RECEIVED
NOV 1 5 2016
BY: PSJ

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Aaron Concrete Contractors, LLP

Project:	*1604-067*
Roadway:	*SH29/RM 2243 RTL's*
CSJ Number:	

2. Change Order Work Limits: FM 2243 at Escalera and SH 29 at Cedar Hollow

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

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

5. Describe the work being revised:

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

6. Work to be performed in accordance with Items: N/A

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

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

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

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

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

THE CONTRACTOR Date 11/10/16

By

Typed/Printed Name Aaron Cabaza

Typed/Printed Title Gen. Partner

The following information must be provided

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

Amount added by this change order: **($47,857.16)**

RECOMMENDED FOR EXECUTION:

P.E. 11/14/16
Project Manager Date

N/A
Design Engineer Date

11/17/16
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***1604-067***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
160-6003	FURNISHING AND PLACING TOPSOIL	SY	$4.00	2,921.00	$11,684.00	(1.00)	2,920.00	$11,680.00	($4.00)
164-6035	DRILL SEED (PERM)(RURAL)(CLAY)	SY	$0.40	3,656.00	$1,462.40	84.00	3,740.00	$1,496.00	$33.60
164-6043	DRILL SEED (TEMP)(COOL)	SY	$0.40	1,829.00	$731.60	(1,829.00)	0.00	$0.00	($731.60)
168-6001	VEGETATIVE WATERING	MG	$40.00	90.00	$3,600.00	(90.00)	0.00	$0.00	($3,600.00)
169-6001	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	$3.00	3,656.00	$10,968.00	84.00	3,740.00	$11,220.00	$252.00
340-6011	D-GR HMA (SQ) TY B PG64-22	TON	$180.00	366.00	$65,880.00	(20.72)	345.28	$62,150.40	($3,729.60)
340-6120	D-GR HMA (SQ) TY D SAC-B PG70-22	TON	$190.00	94.00	$17,860.00	112.91	206.91	$39,312.90	$21,452.90
347-6001	TOM (ASPHALT) PG 76-22	TON	$650.00	4.30	$2,795.00	(4.30)	0.00	$0.00	($2,795.00)
347-6002	TOM (AGGREGATE) SAC-A	TON	$650.00	55.70	$36,205.00	(55.70)	0.00	$0.00	($36,205.00)
432-6002	RIPRAP (CONC)(5 IN)	CY	$600.00	5.00	$3,000.00	(5.00)	0.00	$0.00	($3,000.00)
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$31.00	20.00	$620.00	5.00	25.00	$775.00	$155.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	$12.00	20.00	$240.00	5.00	25.00	$300.00	$60.00
506-6030	BACKHOE WORK (EROSION & SEDMT CONT)	HR	$73.00	2.00	$146.00	(2.00)	0.00	$0.00	($146.00)
666-6035	REFL PAV MRK TY I (W) 8" (SLD)(090 MIL)	LF	$2.00	853.00	$1,706.00	89.00	942.00	$1,884.00	$178.00
666-6041	REFL PAV MRK TY I (W) 12" (SLD)(090 MIL)	LF	$4.50	84.00	$378.00	(31.00)	53.00	$238.50	($139.50)
666-6302	RE PM W/RET REQ TY I (W) 4" (SLD)(090 MIL)	LF	$0.80	1,208.00	$966.40	(27.00)	1,181.00	$944.80	($21.60)
666-6314	RE PM W/RET REQ TY I (Y) 4" (SLD)(090 MIL)	LF	$0.80	120.00	$96.00	(20.00)	100.00	$80.00	($16.00)
672-6007	REFL PAV MRKR TY I-C	EA	$12.00	43.00	$516.00	(23.00)	20.00	$240.00	($276.00)
677-6001	ELIM EXT PAV MRK & MRKRS (4")	LF	$1.00	1,199.00	$1,199.00	(569.00)	630.00	$630.00	($569.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	20,000.00	$20,000.00	(18,755.36)	1,244.64	$1,244.64	($18,755.36)
TOTALS					$180,053.40			$132,196.24	($47,857.16)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Right Turn Lanes along SH 29 at Cedar Hollow and along RM 2243 at Escalera Parkway

Williamson County Project No. 1604-067

Change Order No. 1

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of $47,857.16 to the Contract amount, for an adjusted Contract total of $307,421.84. The original Contract amount was $355,279.00, resulting in a 13.5% net decrease in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **32.**

Meeting Date: 11/29/2016

1512-036 Multi Site Traffic Signals Change Order No. 1

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of -$7,856.20 for the Multi-Site Traffic Signals, a Road Bond Project in Commissioner Pct. 4.

Background

This Change Order provides the final balancing for the overrun/underrun of contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. The Change Order will also add time to the contract to cover the time it took the electrical service application and installation to be completed at the Gattis School at Winterfield site for Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1512-036 Multi Site Traffic Signal CO No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:11 AM
Form Started By: Dawn Haggard		Started On: 11/21/2016 01:44 PM
Final Approval Date: 11/22/2016		

Received
NOV 18 2016
HNTB Corporation
Round Rock

Received
NOV 11 2016
HNTB Corporation
Round Rock

RECEIVED
NOV 14 2016
PSI

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Austin Traffic Signals**

2. Change Order Work Limits: **CR 110 @ Univ.** and **Gattis @ Winter.**

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

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

Project:	***1512-036***
Roadway:	***Multi Site Traffic Signals***
Purchase Order Number:	

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. **2J: Differing Site Conditions (unforeseeable). Other.** This change order also adds time to the contract to cover the time it took the electrical service application and installation to be completed at the Gattis School site for Williamson County.

6. Work to be performed in accordance with Items: **See attached**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 11-10-16

By

Typed/Printed Name Edward J. Schrock

Typed/Printed Title Vice President

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **6**

Amount added by this change order: **($7,856.20)**

RECOMMENDED FOR EXECUTION:

P.E. 11/14/16
Project Manager
Construction Observer Date

N/A
Design Engineer Date

11/14/16
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***1512-036***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
618-6054	CONDT (PVC) (SCH80) (2") (BORE)	LF	$28.00	720.00	$20,160.00	15.00	735.00	$20,580.00	$420.00
636-6001	ALUMINUM SIGNS (TY A)	SF	$23.00	26.00	$598.00	26.00	52.00	$1,196.00	$598.00
666-6026	REFL PAV MRK TY I (W)8"(BRK)(090MIL)	LF	$3.00	150.00	$450.00	100.00	250.00	$750.00	$300.00
666-6077	REFL PAV MRK TY I (W)(WORD)(090MIL)	LF	$260.00	1.00	$260.00	1.00	2.00	$520.00	$260.00
666-6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	$1.20	2,000.00	$2,400.00	200.00	2,200.00	$2,640.00	$240.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	LF	$325.00	1.00	$325.00	3.00	4.00	$1,300.00	$975.00
672-6007	REFL PAV MRKR TY I-C	EA	$10.00	8.00	$80.00	6.00	14.00	$140.00	$60.00
672-6009	REFL PAV MRKR TY II-A-A	EA	$10.00	20.00	$200.00	12.00	32.00	$320.00	$120.00
678-6001	PAV SURF PREP FOR MRK (4")	LF	$0.01	4,000.00	$40.00	200.00	4,200.00	$42.00	$2.00
678-6004	PAV SURF PREP FOR MRK (8")	LF	$0.02	150.00	$3.00	100.00	250.00	$5.00	$2.00
678-6008	PAV SURF PREP FOR MRK (24")	LF	$0.05	79.00	$3.95	96.00	175.00	$8.75	$4.80
678-6009	PAV SURF PREP FOR MRK (ARROW)	EA	$6.00	2.00	$12.00	4.00	6.00	$36.00	$24.00
678-6016	PAV SURF PREP FOR MRK (WORD")	EA	$6.00	1.00	$6.00	1.00	2.00	$12.00	$6.00
682-6001	VEH SIG SEC (12")LED(GRN)	EA	$200.00	17.00	$3,400.00	1.00	18.00	$3,600.00	$200.00
682-6003	VEH SIG SEC (12")LED(YEL)	EA	$200.00	17.00	$3,400.00	1.00	18.00	$3,600.00	$200.00
682-6005	VEH SIG SEC (12")LED(RED)	EA	$200.00	17.00	$3,400.00	1.00	18.00	$3,600.00	$200.00
682-6035	BACK PLATE (12IN) (3 SEC) (VENTED) ALUM	EA	$52.00	9.00	$468.00	1.00	10.00	$520.00	$52.00
6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	$1,740.00	2.00	$3,480.00	2.00	4.00	$6,960.00	$3,480.00
999-WC01	FORCE ACCOUNT	DOL	$1.00	15,000.00	$15,000.00	(15,000.00)	0.00	$0.00	($15,000.00)
TOTALS					$53,685.95			$45,829.75	($7,856.20)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

Multi Site Traffic Signals
Williamson County Project No. 1512-036

Change Order No. 1

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. The Change Order will also add time to the contract to cover the time it took the electrical service application and installation to be completed at the Gattis School site for Williamson County.

This Change Order results in a net decrease of $7,856.20 to the Contract amount, for an adjusted Contract total of $320,946.75. The original Contract amount was $328,802.95. As a result of this Change Order, $7,856.20 has been removed from the Contract to-date, resulting in a 2.4% net decrease in the Contract cost. Six (6) additional days will be added to the Contract as a result of this Change Order.

HNTB Corporation

James Klotz, P.E.

Commissioners Court - Regular Session **33.**

Meeting Date: 11/29/2016

Discuss consider and take appropriate action on Change Order No 1 to contract number IFB 1607-101 for the underseа and overlay of Ronald Reagan Blvd

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

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 1, to contract number IFB 1607-101, in the amount of $168,203.00 for the underseal and overlay of Ronald Regan Blvd. from just North of SH 29 to FM 3405.

Background

This change order is necessary in order to properly overlay the portion of Ronald Reagan just North of SH 29. Current contract amount is: $1,487,862.76 This change order would result in an adjusted contract amount of $1,656,065.76

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 12:09 PM
Form Started By: Daribel Texidor		Started On: 11/22/2016 11:51 AM
Final Approval Date: 11/22/2016		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Lone Star Paving**

2. Change Order Work Limits: Sta. **21+00** to Sta. **46+50**

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

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

Project:	***IFB -1607-101***
Roadway:	***Ronald Reagan Blvd***
Purchase Order Number:	

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

6. Work to be performed in accordance with Items: **341**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

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

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

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

THE CONTRACTOR Date 11/18/16

By Randall Rosenbaum

Typed/Printed Name RANDALL ROSENBAUM

Typed/Printed Title SR. P.M.

The following information must be provided

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

Amount added by this change order: **$168,203.00**

RECOMMENDED FOR EXECUTION:

Project Manager / Construction Observer — Date 11/22/16

Design Engineer — Date 11/22/16

Program Manager — Date 11/22/16

Design Engineer's Seal:

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge — Date

CHANGE ORDER REASON(S) CODE CHART

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

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: ***1*** ***Project #*** ***IFB -1607-101***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
341-6043	D - GR HMA TY - D PG70-22	TON	$70.00	6,685.00	$467,950.00	2,402.90	9,087.90	$636,153.00	$168,203.00
TOTALS					$467,950.00			$636,153.00	$168,203.00

2" additional mix from SH 29 to Kaufman Loop

STA	Length	Width	SY	Ton	
turnaround	275	24	733.3		84.3
SB lanes 21+00 to 27+00	600	62	4133.3		475.3
SB lanes 27+00 to 36+50	950	43	4538.9		522.0
NB lanes 20+50 to 32+00	1150	36	4600.0		529.0
NB lanes 32+00 to 36+50	450	32	1600.0		184.0
Joined lanes 36+50 to 40+50	400	56	2488.9		286.2
40+50 to 46+50	600	42	2800.0		322.0
			0.0		0.0
		total	20894.4		2402.9
			2402.9		
	unit	$70.00			$168,203.00 check

Commissioners Court - Regular Session **34.**

Meeting Date: 11/29/2016

Discuss consider and take appropriate action on an Easement and Right of Way between Williamson County and Onco Electric

Submitted For: Robert Daigh **Submitted By:** Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Easement and Right of Way between Williamson County, Texas, as the grantor, and Oncor Electric Delivery Company, LLC, as the grantee, for the installation of electrical service and facilities at the Williamson County Landfill.

Background

For operational purposes, there is a need to install additional electrical service along the south boundary of the landfill. This easement will provide for the installation of new electrical service for the purpose of providing electrical service to a newly constructed disposal area located adjacent to the existing disposal area.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Easement and Right of Way

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 12:19 PM
Form Started By: Katheryn Cromwell		Started On: 11/15/2016 10:22 AM
Final Approval Date: 11/15/2016		

PT # 2016-4451
District: TAYLOR
WR #: 3332856
ER#_____

EASEMENT AND RIGHT OF WAY

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

That **Williamson County, Texas**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2016.

Williamson County, Texas

By:_____
Honorable Dan A. Gattis,
Williamson County Judge

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

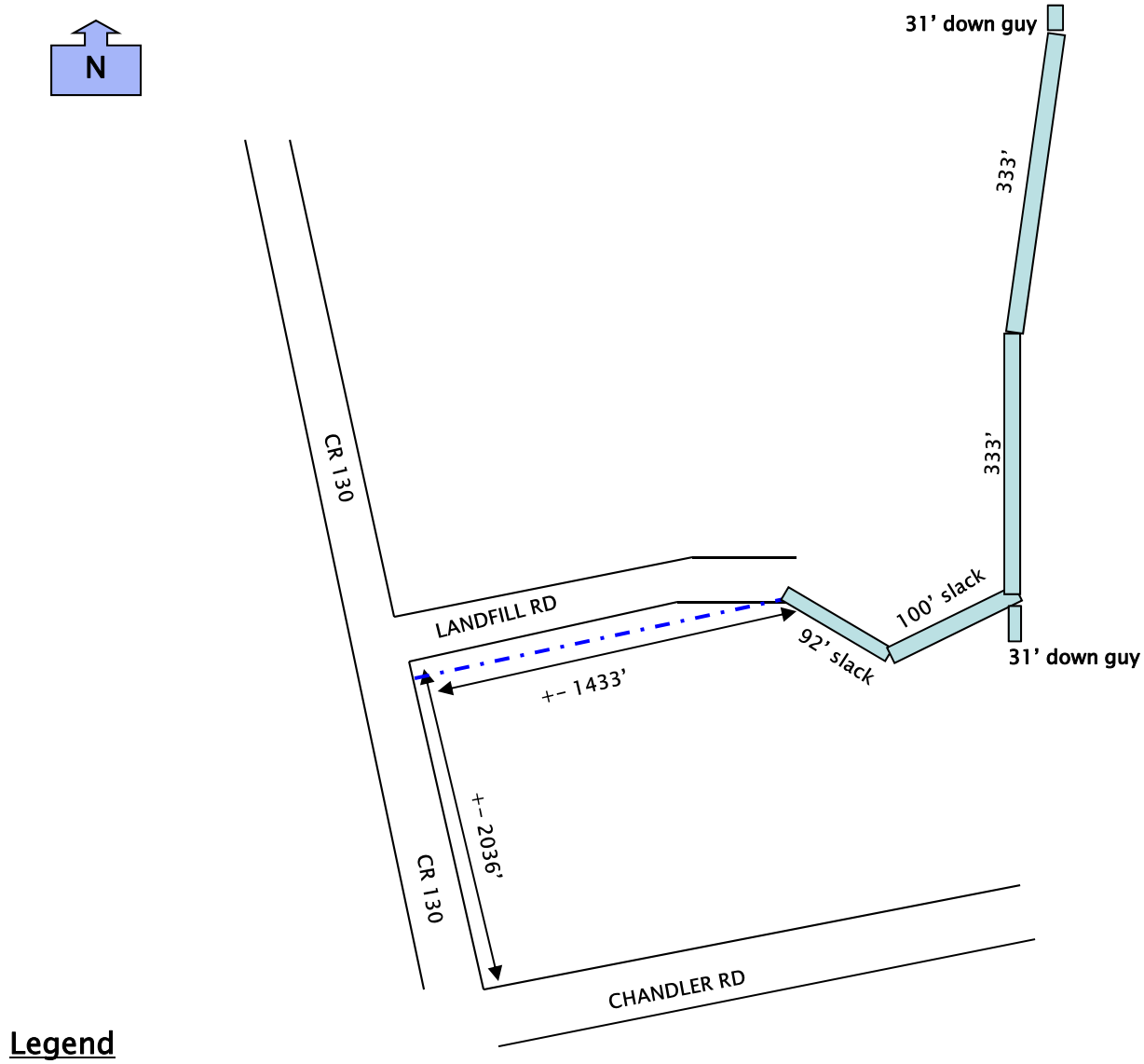
BEFORE ME, the undersigned authority, on this day personally appeared **Honorable Dan A. Gattis, as the County Judge of Williamson County,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2016.

_____
Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY

"EXHIBIT A"



Legend

Existing Power Line

Denotes Easement
Easement Width 30 Foot

The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not Intended as an actual survey. Calls shown are references only. No Statement is made to the validity of these calls.

GRANTOR: Williamson County, Texas

Document No.: 2009039213	County: Williamson
Survey: John F Ferguson	Abstract: A-187
District: Taylor	WR#: 3332865

Commissioners Court - Regular Session **35.**

Meeting Date: 11/29/2016

CR 111 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 LA Miraj Ltd. for ROW needed on CR 111. (PARCEL 35)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

La Miraj Ltd. Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:12 AM
Form Started By: Charlie Crossfield		Started On: 11/22/2016 09:42 AM
Final Approval Date: 11/22/2016		

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 35

THIS REAL ESTATE CONTRACT ("Contract") is made by LA MIRAJ, LTD (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 1.044 acre (45,469 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 35**); and
>
> Drainage Easement interest in and across all of that certain 0.040 acre (1,754 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 35DE)**

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-B" 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 interests described in Exhibits "A-B", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of THIRTY SIX THOUSAND FIVE HUNDRED THIRTY and 00/100 Dollars ($36,530.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before December 31st, 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", and deliver to Purchaser a duly executed and acknowledged Drainage Easement conveying such interest in and across all of the Property described in Exhibit "B", both 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 "C" attached hereto and incorporated herein. The Drainage Easement shall be in the form as shown in Exhibit "D" 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.

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:

LA MIRAJ, LTD

By: Ritmar, Inc.,
Its General Partner

By: Raj. Malkani

Name: Raja Malkani

Its: President

Date: 11/20/2016

Address: 7904 Brightman Ln.
Austin, TX 78733

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

EXHIBIT A

County: Williamson
Parcel: 35
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 35

BEING 1.044 of an acre (45,468 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of that certain tract of land, called 52.44 acres, as conveyed to La Miraj, Ltd., by deed as recorded in Volume 2055, Page 142, of the Official Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10197793.06, E=3155773.14) on the north line of County Road No. 105 on the east line of the above-referenced 52.44 acre La Miraj, Ltd., tract, marking the Northeast corner of that certain tract of land, called Part 2, 0.325 of an acre, as described in a Judgement to the State of Texas of record as Document No. 2005079899 of the Official Public Records of Williamson County, Texas, being the most westerly Northwest corner of that certain tract of land, called 3.744 acres, as described in a Judgement to the State of Texas of record as Document No. 2005006255 of the Official Public Records of Williamson County, Texas, for the most easterly Southeast corner hereof, from which a ½-inch iron rebar found for the Northwest corner of that certain tract of land, called 10 acres save and except 3.744 acres conveyed to Betty Jo Will by deed recorded as Document No. 2008040666 of the Official Public Record of Williamson County, Texas, bears N 21°36'45" W, 984.50 feet;

THENCE, along the said north line of County Road No. 105, S 68°42'45" W, 292.96 feet to a calculated point for the Northwest corner of the said Part 2, 0.325 of an acre, State of Texas tract; S 21°17'15" E, 49.06 feet to a calculated point for the Southwest corner of the said Part 2, 0.325 of an acre, State of Texas tract, being on the south line of the said 52.44 acre La Miraj, Ltd., tract and S 68°23'30" W, 528.88 feet to a calculated point for the Southwest corner of the said 52.44 acre LaMiraj, Ltd., tract, being the Southeast corner of that certain tract of land, called 15.00 acres, as conveyed to Russell J. Salisbury and wife, Raquel M. Salisbury, by deed as recorded in Volume 1988, Page 496, of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof;

THENCE, along the west line of the said 52.44 acre La Miraj, Ltd., tract, being the east line of the said 15.00 acre Salisbury tract, N 21°19'00" W, 77.48 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 196+63.23 for the Northwest corner hereof;

THENCE, N 68°52'30" E, 473.65 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 201+36.88 at the beginning of a curve to the Right (Radius = 5,068.00 feet, Delta = 2°00'00", Long Chord bears N 69°52'30" E, 176.90 feet);

THENCE, along the said curve for an arc distance of 176.91 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 203+11.41;

THENCE, N 70°52'30" E, 171.41 feet to an iron pin set 68.00 feet left of Engineers Centerline Station 204+82.82;

THENCE, S 21°36'45" E, 14.05 feet to the Place of **BEGINNING** and containing 1.044 acres of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 4 day of October, 2016, A.D.

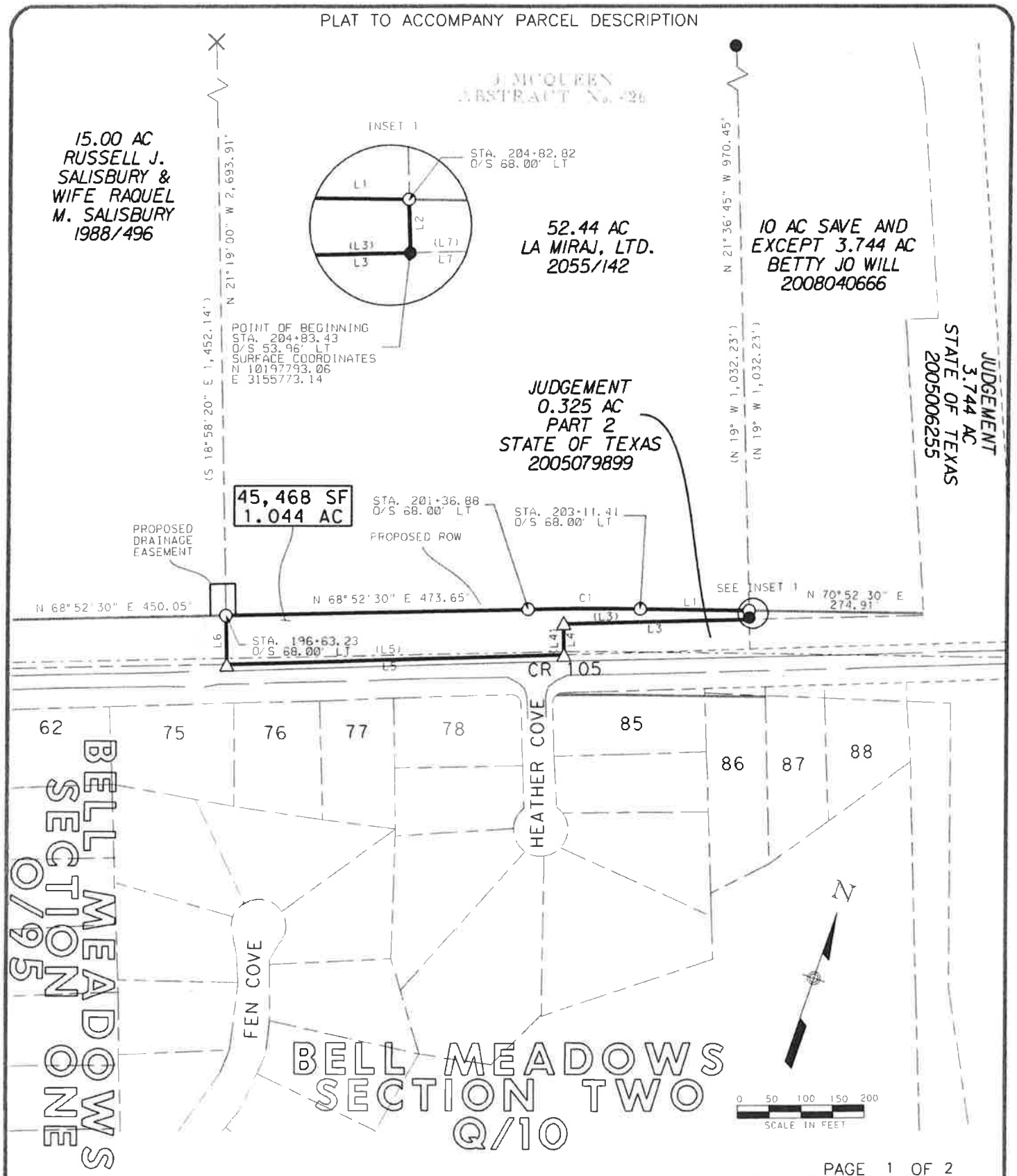
Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



Project No. 22009-35

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 35.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL

1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

LA MIRAJ, LTD.

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	35	CR 111	WILLIAMSON

WILLIAMSON COUNTY
TEXAS

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	N 70°52'30" E	171.41'
L2	S 21°36'45" E	14.05'
L3	S 68°42'45" W	292.96'
(L3)	N 68°42'48" E	292.96'
L4	S 21°17'15" E	49.06'
(L4)	N 21°17'13" W	49.06'
L5	S 68°23'30" W	528.88'
(L5)	S 68°23'31" W	528.88'
L6	N 21°19'00" W	77.48'
L7	N 68°42'45" E	274.84'
(L7)	N 68°42'48" E	274.84'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	5,068.00'	176.91'	N 69°52'30" E	176.90'	2°00'00"

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 286, PG. 511

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 DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

10-4-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
LA MIRAJ, LTD.

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	35	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT C

County: Williamson
Parcel: 35DE
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 35DE

BEING a 0.040 of one acre parcel (1,754 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a part of the remainder portion of a called 52.44 acre tract of land described in a Warranty Deed to La Miraj, LTD., recorded in Volume 2055, Page 142 of the Official Records of Williamson County, Texas. Said 0.040 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar found (Surface Coordinates = N: 10197793.06 E: 3155773.14) for the Easterly Southeast corner of said remainder portion of the 52.44 acre tract and the Northeast corner of a called 0.325 of one acre tract of land described as 'Parcel 62 – Part 2' in a Judgement of Court in Absence of Objection to the State of Texas, recorded in Document No. 2005079899 of the Official Public Records of Williamson County, Texas, being the Southerly Northwest corner of a 3.744 acre tract land described as 'Parcel 64' in a Judgement of Court in Absence of Objection to the State of Texas, recorded in Document No. 2005006255 of said Official Public Records, being the Southwest corner of the remainder portion of a called 10.00 Acre tract of land described in a General Warranty Deed to Betty Jo Will, recorded in Document No. 2008040666 of said Official Public Records, and also being in the existing Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar found being 53.96 feet left of and at a right angle to Engineers Centerline Station 204+83.43;

THENCE North 21°36'45" West departing said existing Northwesterly right-of-way line of County Road No. 105, along the East line of said remainder portion of the 52.44 acre tract and the West line of said remainder portion of the 10.00 acre tract, a distance of 14.05 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the proposed Northwesterly right-of-way line of County Road No. 105, said corner being 68.00 feet left of and at a right angle to Engineers Centerline Station 204+82.82, from which a 1/2-inch iron rebar found for the Northwest corner of said remainder portion of the 10.00 acre tract and being in said East line of the remainder portion of the 52.44 acre tract, bears North 21°36'45" West a distance of 984.50 feet;

THENCE over and across said remainder portion of the called 52.44 acre tract and along said proposed Northwesterly right-of-way line of County Road No. 105, the following four (4) courses and distances:

1. South 70°52'30" West a distance of 171.41 feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left;

2. Southwesterly along the arc of said curve to the left having a radius of 5068.00 feet, an arc length of 176.91 feet, a delta angle of 02°00'00", and a chord which bears South 69°52'30" West a distance of 176.90 feet;

3. South 68°52'30" West a distance of 438.65 feet to the Southeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10197531.03 E: 3155030.75) of the herein described tract, said corner being 68.00 feet left of and at a right angle to Engineers Centerline Station 196+98.23; and

4. **South 68°52'30" West** a distance of **35.17** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the West line of said remainder portion of the 52.44 acre tract and the East line of a called 15.00 acre tract of land described in a Special Warranty Deed to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 1988, Page 496 of said Official Records, said corner being 68.00 feet left of and at a right angle to Engineers Centerline Station 196+63.23, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the West line of said 15.00 acre tract and being in said proposed Northwesterly right-of-way line of County Road No. 105, bears South 68°52'30" West a distance of 449.98 feet;

THENCE **North 21°19'00" West** departing said proposed Northwesterly right-of-way line of County Road No. 105, along said West line of the remainder portion of the 52.44 acre tract and said East line of the 15.00 acre tract, a distance of **50.00** feet to the Northwest corner of the herein described tract;

THENCE over and across said remainder portion of the 52.44 acre tract, the following two (2) courses and distances:

1. **North 68°52'30" East** a distance of **35.17** feet to the Northeast corner of the herein described tract; and

2. **South 21°19'00" East** a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.040 of one acre of land more or less.

All bearings and coordinates shown hereon are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (2011 Adjustment), referenced to the Leica Smartnet Network. Coordinates and distances shown hereon are surface values represented in U.S. Survey Feet. The project grid-to-surface combined adjustment factor is 1.00013.

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

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

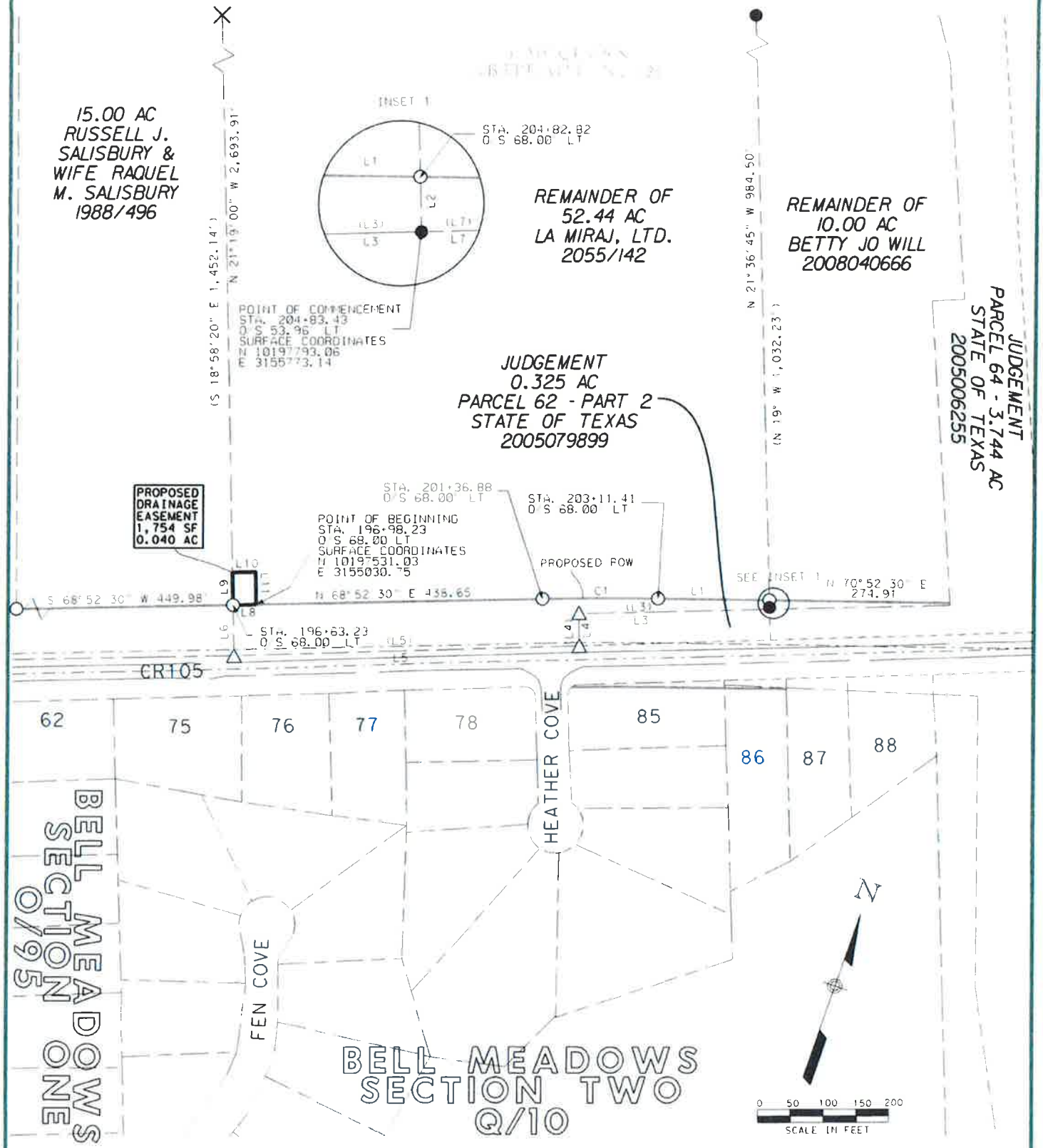
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 1 day of November, 2016, A.D.

Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 35DE.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL

PARCEL PLAT SHOWING PROPERTY OF:

LA MIRAJ, LTD.

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	35DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 70°52'30" W	171.41'
L2	N 21°36'45" W	14.05'
L3	S 68°42'45" W	292.96'
(L3)	N 68°42'48" E	292.96'
L4	S 21°17'15" E	49.06'
(L4)	N 21°17'13" W	49.06'
L5	S 68°23'30" W	528.88'
(L5)	S 68°23'31" W	528.88'
L6	N 21°19'00" W	77.48'
L7	N 68°42'45" E	274.84'
(L7)	N 68°42'48" E	274.84'
L8	S 68°52'30" W	35.17'
L9	N 21°19'00" W	50.00'
L10	N 68°52'30" E	35.17'
L11	S 21°19'00" E	50.00'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	5,068.00'	176.91'	S 69°52'30" W	176.90'	2°00'00"

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1. TEXAS POWER & LIGHT COMPANY, VOL. 286, PG. 511

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

11-1-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
LA MIRAJ, LTD.

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=200'	35DE	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "C"

Parcel 35

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That LA MIRAJ, LTD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 1.044 acre (45,469 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 35**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 20 day of November, 2016.

[signature page follows]

GRANTOR:

LA MIRAJ, LTD

By: Ritmar, Inc.,
Its General Partner

By: Raja Malkani

Name: Raja Malkani

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 20 day of November, 2016 by Raja Malkani, in the capacity and for the purposes and consideration recited therein.

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT "D"

DRAINAGE EASEMENT
County Road 111/Westinghouse Road

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

That LA MIRAJ, LTD, and its successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> Drainage Easement interest in and across all of that certain 0.040 acre (1,754 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 35DE).**

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect at this time. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

This easement is being delivered in lieu of condemnation

EXECUTED on this the 20 day of November, 2016.

GRANTOR:

LA MIRAJ, LTD

By: Ritmar, Inc.,
Its General Partner

By: Raja Malkani

Name: Raja Malkani

Its: President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 20 day of November, 2016 by Raja Malkani, in the capacity and for the purposes and consideration recited therein.

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **36.**

Meeting Date: 11/29/2016

CR 111 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 Donald R. Robbins for ROW needed on CR 111. (PARCEL 36)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Robbins Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:12 AM
Form Started By: Charlie Crossfield		Started On: 11/22/2016 09:44 AM
Final Approval Date: 11/22/2016		

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 36

THIS REAL ESTATE CONTRACT ("Contract") is made by DONALD R. ROBBINS a/k/a DONALD RAY ROBBINS (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 0.038 acre (1,635 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 36**)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of SIX THOUSAND NINE HUNDRED THIRTY SIX and 00/100 Dollars ($6,936.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before December 31st, 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.

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:

Donald R. Robbins a/k/a
Donald Ray Robbins

Date: Nov 17, 2016

Address: P.O. Box 1088
Georgetown, TX 78627

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

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

EXHIBIT A

County: Williamson
Parcel: 36
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 36

BEING 0.038 of an acre (1,635 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of Lot 85 of Bell Meadows, Section Two, a subdivision of record in Cabinet Q, Slide 10, of the Plat Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found (Surface Coordinates determined as N=10197666.64, E=3155744.42) on the south line of County Road No. 105 marking the Northeast corner of the above-referenced Lot 85, being the Northwest corner of Lot 86 and the said Bell Meadows, Section Two, being the Northwest corner of that certain tract of land, called 1580 Square Feet, as described in Agreed Judgement to the State of Texas of record as Document No. 2012002419 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, along the east line of the said Lot 85, being the west line of the said Lot 86, S 24°59'00" E, 7.13 feet to an iron pin found marking the Southwest corner of the said 1580 Square Feet State of Texas tract, and S 21°29'00" E, 4.84 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 204+15.86 for the Southeast corner hereof, from which a 1/2-inch iron rebar found for the Southeast corner of the above-mentioned Lot 85 bears S 21°29'00" E, 92.81 feet;

THENCE, S 70°52'30" W, 104.39 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 203+11.41 at the beginning of a curve to the left, (Radius = 4,932.00 feet, Delta = 1°30'45", Long Chord bears S 70°07'15" W, 130.03 feet), and along the said curve for an arc distance of 130.03 feet to an iron pin set 68.00 feet right of Engineers Centerline Station 201+79.59 on the east line of Heather Cove, a dedicated roadway, being on the west line of the said Lot 85, for the Southwest corner hereof;

THENCE, along the said east line of Heather Cove, being the west line of the said Lot 85, along a curve to the right, (Radius = 15.00 feet, Delta = 37°43'45", Long Chord bears N 49°15'00" E, 9.70 feet), an arc distance of 9.88 feet to an iron pin found at the intersection of the said east line of Heather Cove and the said south line of County Road No. 105, for the Northwest corner of the said Lot 85, for the Northwest corner hereof;

THENCE, along the said south line of County Road No. 105, N 68°18'30" E, 224.69 feet to the Place of **BEGINNING** and containing 0.038 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 7 day of November, 2016, A.D.

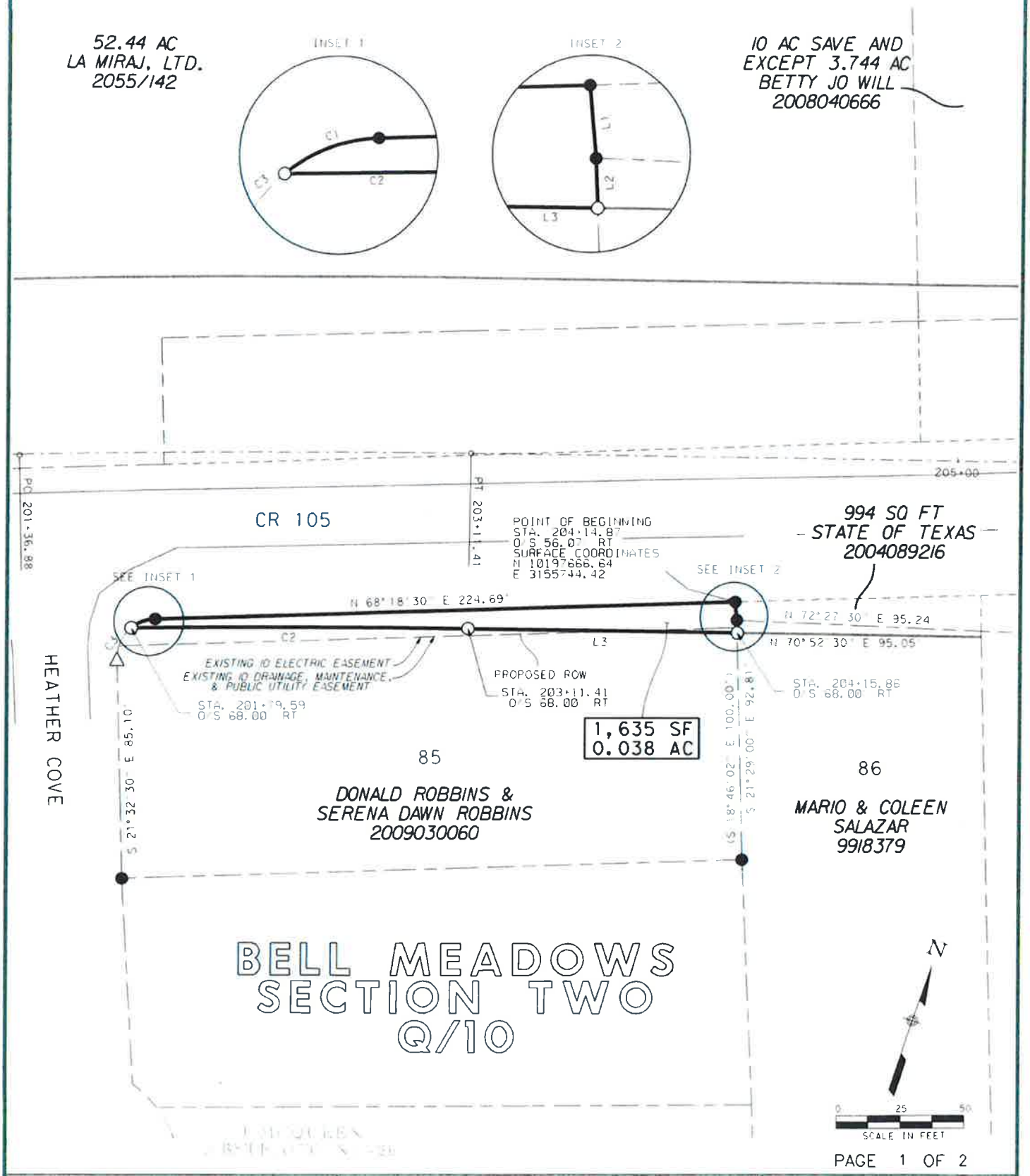


Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas

Project No. 22009-36

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 36.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 FAX STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

DONALD ROBBINS & SERENA DAWN ROBBINS

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	36	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- ⌐/_ LINE BREAK

CODE	BEARING	DISTANCE
L1	S 24°59'00" E	7.13'
L2	S 21°29'00" E	4.84'
L3	S 70°52'30" W	104.39'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	15.00'	9.88'	N 49°15'00" E	9.70'	37°43'45"
C2	4,932.00'	130.03'	S 70°07'15" W	130.03'	1°30'45"
C3	15.00'	9.88'	N 49°15'00" E	13.21'	37°43'45"

NOTES:
ALL BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (2011 ADJUSTMENT), REFERENCED TO THE LEICA SMARTNET NETWORK. COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET. THE PROJECT GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR IS 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY, VOL. 282, PG. 267
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 621
3. JONAH WATER SUPPLY CORP., VOL. 563, PG. 651

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 DIRECTION AND SUPERVISION.

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR

11-7-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5784
STATE OF TEXAS

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
DONALD R. & SERENA DAWN ROBBINS

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=100'	36	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "B"

Parcel 36

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That DONALD R. ROBBINS a/k/a DONALD RAY ROBBINS, a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.038 acre (1,635 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 36**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 17 day of November, 2016.

[signature page follows]

GRANTOR:

Donald R. Robbins a/k/a
Donald Ray Robbins

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 17 day of November, 2016 by Donald R. Robbins a/k/a Donald Ray Robbins, in the capacity and for the purposes and consideration recited therein.

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **37.**

Meeting Date: 11/29/2016

CR 111 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 Maria Flores and Mario Salazar for ROW needed on CR 111. (PARCEL 37)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salazar Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:12 AM
Form Started By: Charlie Crossfield		Started On: 11/22/2016 09:45 AM
Final Approval Date: 11/22/2016		

REAL ESTATE CONTRACT
CR 111 Right of Way—Parcel 37

THIS REAL ESTATE CONTRACT ("Contract") is made by MARIO SALAZAR and MARIA SALAZAR (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 0.008 acre (335 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 37**)

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

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller shall be the sum of FIVE THOUSAND EIGHT HUNDRED and 00/100 Dollars ($5,800.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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

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

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

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

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title Company on or before December 31st, 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, including specifically removal of any legal ownership interest in the Property by Coleen Atkinson f/k/a Coleen Salazar, 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.

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:

Mario Salazar

Address: 1320 CR 105 HUTTO TX 78634.

Date: 11-17-16

Maria Flores Salazar

Maria Salazar

Address: 1320 CR 105 Hutto Tx 78634

Date: 11-17-16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

County: Williamson
Parcel: 37
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 37

BEING 0.008 of an acre (335 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of Lot 86 of Bell Meadows, Section Two, a subdivision of record in Cabinet Q, Slide 10, of the Plat Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at a calculated point on the south line of County Road No. 111 (Westinghouse Road) on the east line of the above-referenced Lot 86, being the west line of Lot 87 of the said Bell Meadows, Section Two, for the Southeast corner of that certain tract of land, called 1580 Square Feet, as described in an Agreed Judgement to the State of Texas by deed recorded as Document No. 2012002419 of the Official Public Records of Williamson County, Texas, being the Southwest corner of that certain tract of land, called 9945 Square Feet, as conveyed to the State of Texas, by deed recorded as Document No. 2004089216 of the Official Public Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, along the said east line of Lot 86, being the said west line of Lot 87, S 21°28'00" E, 2.21 feet to an iron pin set for the Southeast corner hereof;

THENCE, S 70°52'30" W, 95.09 feet to an iron pin set on the west line of the said Lot 86, being the east line of Lot 85 of the said Bell Meadows, Section Two, for the Southwest corner hereof;

THENCE, along the said west line of Lot 86, being the said east line of Lot 85, N 21°29'30" W, 4.84 feet to an iron pin found on the said south line of County Road No. 111, marking the Southwest corner of the said 1580 Square Feet State of Texas tract, for the Southwest corner hereof;

THENCE, along the said south line of County Road No. 111, N 72°27'30" E, 95.24 feet to the Place of **BEGINNING** and containing 0.008 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

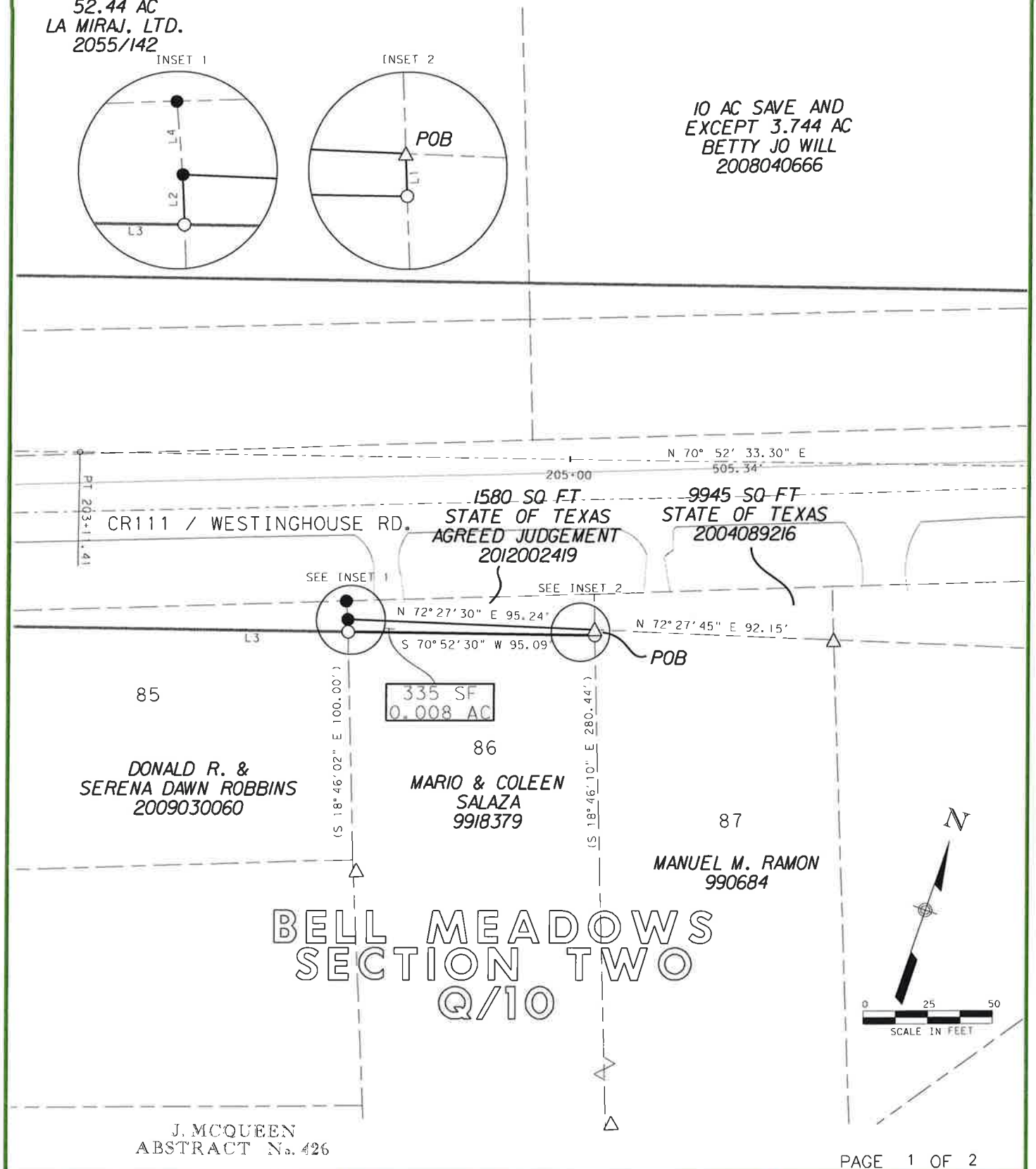
To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the _____ day of _____, 2015, A.D.

_____ Brian F. Peterson
Registered Professional Land Surveyor, No. 3967
State of Texas

Project No. 22009-37

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 37.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION



STEGER BIZZELL

1978 S. AUSTIN AVENUE | GEORGETOWN, TX 78626 | STEGERBIZZELL.COM

>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

MARIO & COLEEN SALAZA

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=50'	37	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON ROD SET W/ TxDOT ALUM CAP
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- LINE BREAK

CODE	BEARING	DISTANCE
L1	S 21°28'00" E	2.21'
L2	N 21°29'30" W	4.84'
L3	S 70°52'30" W	104.39'
L4	S 24°59'00" E	7.13'

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER INSTRUMENTS PERTAINING TO THIS PROPERTY THAT ARE NOT SHOWN HEREON.

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 DIRECTION AND SUPERVISION.

BRIAN F. PETERSON
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 3967
STATE OF TEXAS

STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.3412 STEGERBIZZELL.COM
ENGINEERS PLANNERS SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

MARIO & COLEEN SALAZA

SCALE:	PARCEL:	PROJECT:	COUNTY:
1"=50'	37	CR 111	WILLIAMSON

WILLIAMSON COUNTY
1848

EXHIBIT "B"

Parcel 37

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That MARIO SALAZAR and MARIA SALAZAR , hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.008 acre (335 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 37**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", to be removed within 60 days after the date of this conveyance, or as otherwise designated by Grantee, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

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

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 17 day of November, 2016.

[signature page follows]

GRANTOR:

Mario Salazar

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 17 day of November, 2016 by Mario Salazar, in the capacity and for the purposes and consideration recited therein.

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

Notary Public, State of Texas

GRANTOR:

Maria Flores
Maria ~~Salazar~~ Flores

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 17 day of November, 2016 by Maria ~~Salazar,~~ Flores in the capacity and for the purposes and consideration recited therein.

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **38.**

Meeting Date: 11/29/2016

Dedication Deed

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Dedication Deed with MREC MAG Morning Star, LLC regarding the Kaufman Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kaufman Loop Dedication Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:12 AM
Form Started By: Charlie Crossfield		Started On: 11/22/2016 10:46 AM
Final Approval Date: 11/22/2016		

DEDICATION DEED

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

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

THAT MREC MAG MORNINGSTAR LLC, a Delaware limited liability company, hereinafter referred to as Grantor (whether one or more), the undersigned, ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by WILLIAMSON COUNTY, a political subdivision organized and existing under the laws of the State of Texas ("Grantee"), has DEDICATED, GRANTED, SOLD and CONVEYED, and by these presents does DEDICATE, GRANT, SELL and CONVEY, unto Grantee, the real properties situated in Williamson County, Texas, and which are described in Exhibit "A", attached hereto and incorporated herein by reference for all purposes ("Land"), and all tenements, hereditaments, rights, privileges, interests, easements and appurtenances belonging or in anywise pertaining to the Land, said Land to be used for public use.

TO HAVE AND TO HOLD the above-described premises, unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the above-described premises unto Grantee, its legal representatives, successors and assigns, against every person or entity whomsoever lawfully claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

IN WITNESS WHEREOF, this Dedication Deed is executed on the _____ day of _____, 2016.

GRANTOR:

MREC MAG Morningstar, LLC, A Delaware Limited Liability Company

By: Morningstar MSR 530, LLC, a Texas Limited Liability Company
By:_____
Wyatt Henderson, Its Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on _____, 2016, by Wyatt Henderson, Manager of Morningstar MSR 530, LLC, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

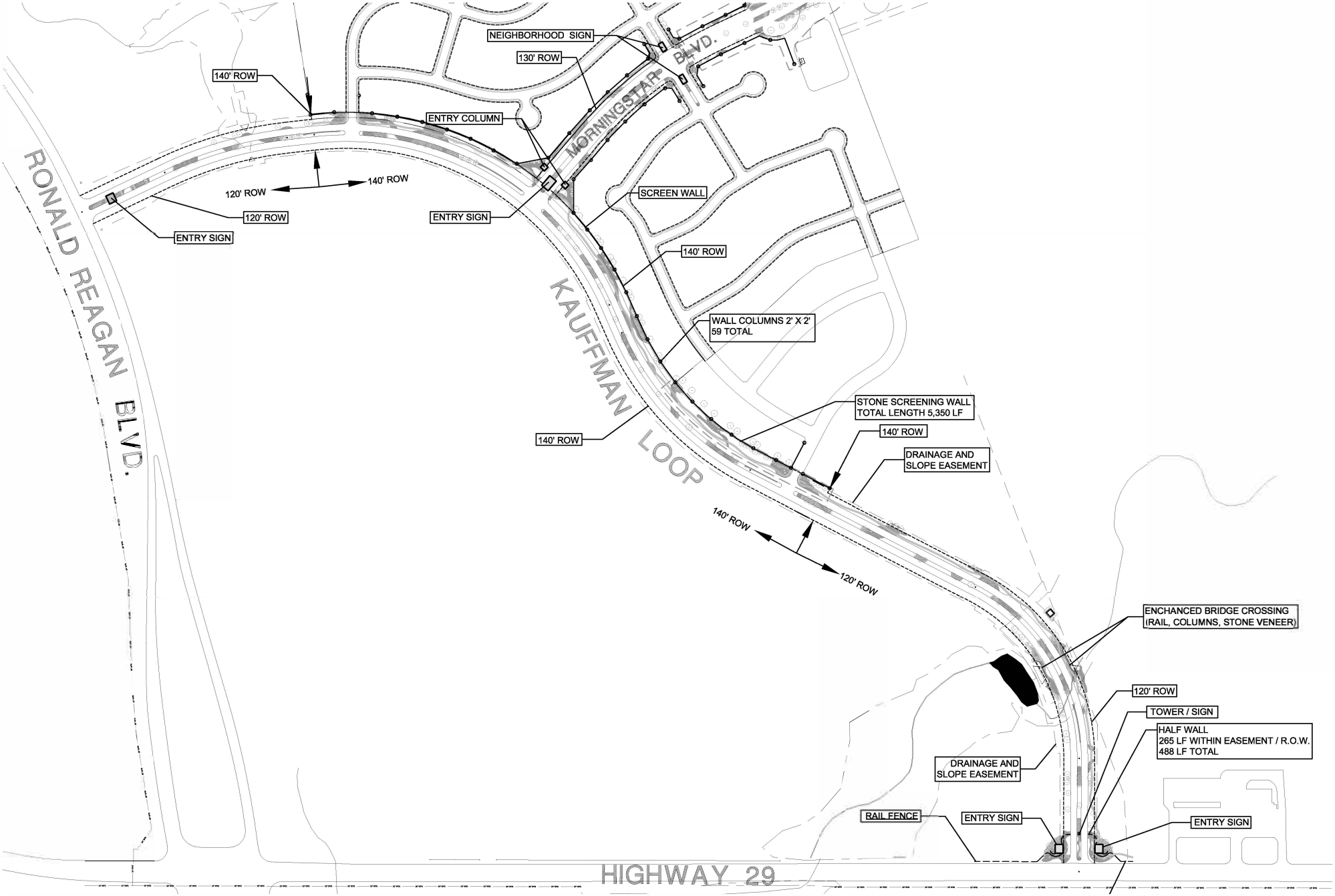


EXHIBIT A

MORNINGSTAR
LIBERTY HILL, TEXAS

North

Date: April 13, 2016

SHEET FILE: R:\140146-MAGR\Cadfiles\PLANNING\Exhibits\Exhibit B 4-11-2016.dwg

Base mapping compiled from best available information. All map data should be considered as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

Commissioners Court - Regular Session **39.**

Meeting Date: 11/29/2016

PEC Easement

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

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize County Judge to execute a Correction Utility Easement to PEC.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PEC Easement for Pole Relocation

PEC Easement- Champion Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:11 AM
Form Started By: Charlie Crossfield		Started On: 11/22/2016 09:06 AM
Final Approval Date: 11/22/2016		

ELECTRIC UTILITY EASEMENT

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

That Williamson County, Texas, acting by and through its County Judge, hereinafter referred to as "Grantor" for and in consideration of the sum of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas have granted sold, and conveyed and by these presents do grant, sell and convey unto PEDERNALES ELECTRIC COOPERATIVE, INC. an easement and right-of-way for an above ground electric distribution system, consisting of a variable number of suspended cables and all necessary or desirable appurtenances (including poles, conduits, primary cables, secondary conductors and ground rods, underground and concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightening arrestors above ground) at or near the location and along the general course now located and staked out by the Pedernales Electric Cooperative, Inc., through and across the following described lands located in Williamson County, Texas, to wit:

Being (i) Tract One: a 0.115 of one acre tract of land described by metes and bounds on Exhibit A attached and made a part hereof and (ii) Tract Two: a 0.0067 of one acre tract of land described by metes and bounds on Exhibit B attached and made a part hereof.

Together with the ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, patrolling, operating, maintaining, and removing said cables and appurtenances; the right to place new or additional cable or cables on said system and to change the sizes thereof; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances; the right to place temporary structures for use in construction or repairing said system.

Grantor warrants that Grantor is the owner of said property and has a right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto the Pedernales Electric Cooperative, Inc., and their successors and assigns, until said line shall be abandoned.

Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the above-described easement and rights unto Pedernales Electric Cooperative, Inc., its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our signatures to the above document on this the ____ day of _____, 2016.

GRANTOR:

Williamson County, Texas

By: _____
Dan A. Gattis, County Judge

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

Before me the undersigned authority on this day personally appeared Dan A. Gattis, County Judge of Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of Williamson County, Texas, and for the purposes and consideration therein expressed.

.

_____
Notary Public for Texas

EXHIBIT " "

(Utility Easement)
John H. Dillard Survey, Abstract No. 179

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0115 ACRE (499 SQUARE FEET) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0115 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

COMMENCING, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract;

THENCE, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N72°55'04"E, a distance of 144.93 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, the following two (2) courses and distances:

1) **N72°55'04"E**, a distance of **7.57** feet to a 60D nail found for an angle point hereof, and
2) **N61°31'08"E**, a distance of **2.48** feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 291.67 feet;

THENCE, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said Williamson County tract, the following three (3) courses and distances:

1) **S19°43'53"E**, a distance of **50.12** feet to a calculated point for the southeast corner hereof,
2) **S70°15'40"W,** a distance of **10.00** feet to a calculated point for the southwest corner hereof, and
3) **N19°44'48"W**, a distance of **50.09** feet to the **POINT OF BEGINNING**, and containing 0.0115 Acre (499 Square Feet) more or less.

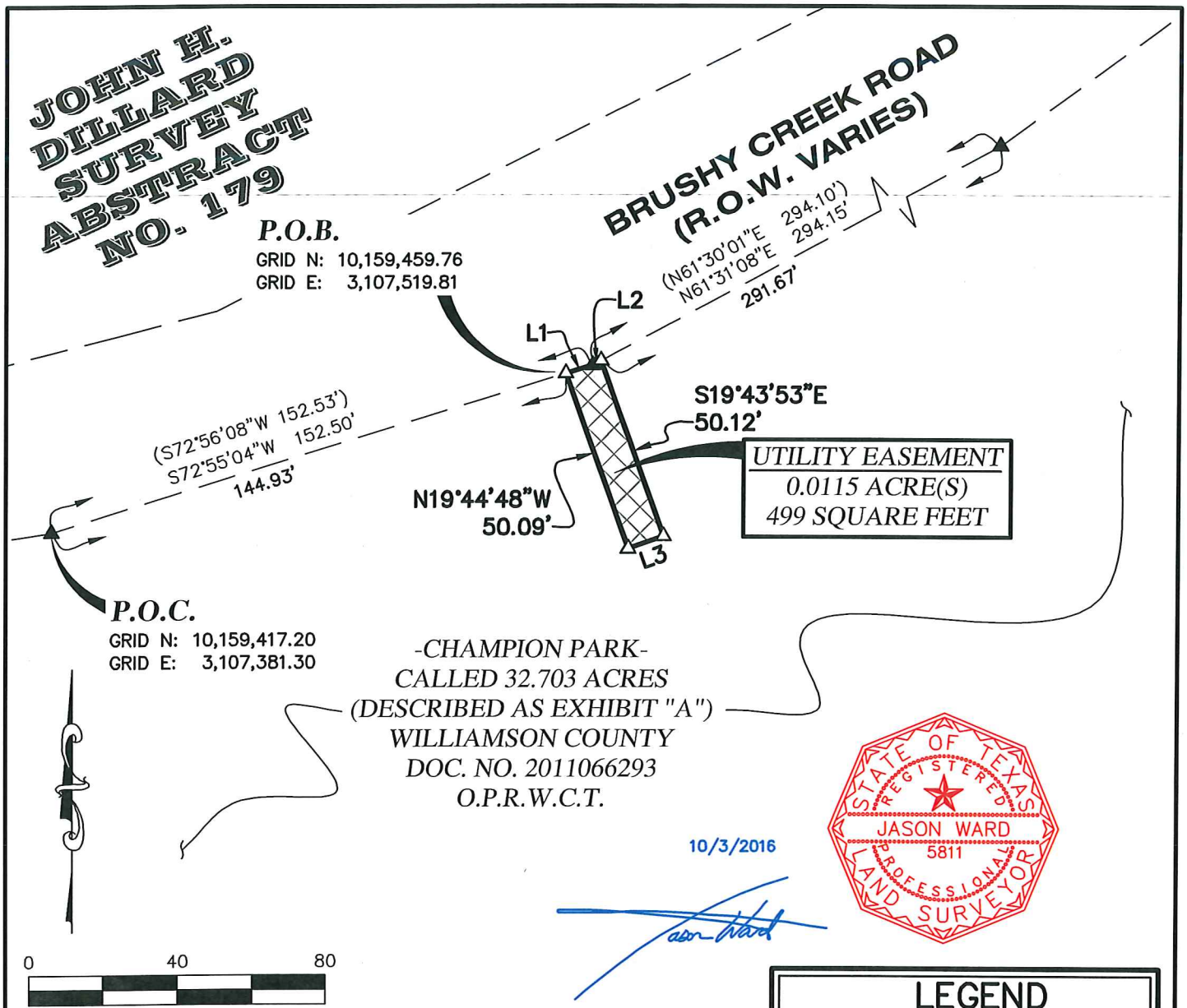
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Power Pole Easement 1-rev.dwg)

10/3/16

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR



10/3/2016

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

0 40 80
20 60
GRAPHIC SCALE: 1" = 40'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N72°55'04"E	7.57'
L2	N61°31'08"E	2.48'
L3	S70°15'40"W	10.00'

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— — —	EXISTING PROPERTY LINES
- - - -	EXISTING EASEMENTS
▲	60D NAIL FOUND
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2011066293

0.0115 ACRE UTILITY EASEMENT City of Cedar Park, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	10/3/2016
Project:	00324
Scale:	1" = 40'
Reviewer:	JSW
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1

P:\00324\Dwg\00324_Power Pole Easement_1-rev.dwg

EXHIBIT " "

(Utility Easement)
John H. Dillard Survey, Abstract No. 179

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0067 ACRE (292 SQUARE FEET) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0067 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

COMMENCING, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract;

THENCE, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N61°31'08"E, a distance of 117.94 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, **N61°31'08"E**, a distance of **10.00** feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 166.22 feet;

THENCE, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said Williamson County tract, the following three (3) courses and distances:

1) **S37°54'18"E**, a distance of **28.55** feet to a calculated point for the southeast corner hereof,
2) **S52°15'03"W,** a distance of **10.03** feet to a calculated point for the southwest corner hereof, and
3) **N37°35'55"W**, a distance of **30.16** feet to the **POINT OF BEGINNING**, and containing 0.0067 Acre (292 Square Feet) more or less.

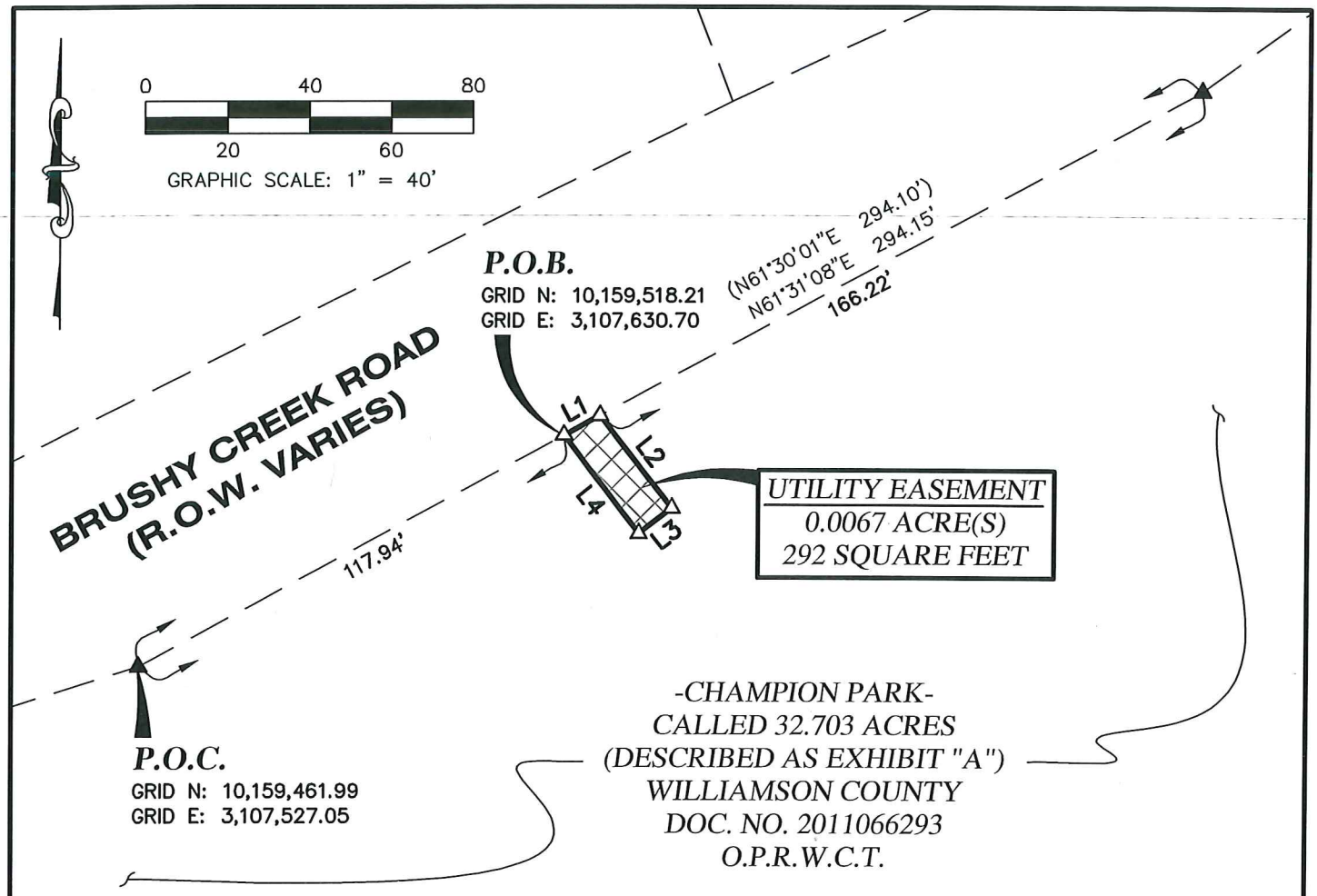
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Power Pole Easement 2-rev.dwg)

10/11/16

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR



10/11/2016

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N61°31'08"E	10.00'
L2	S37°54'18"E	28.55'
L3	S52°15'03"W	10.03'
L4	N37°35'55"W	30.16'

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— — —	EXISTING PROPERTY LINES
- - - - -	EXISTING EASEMENTS
▲	60D NAIL FOUND
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2011066293

0.0067 ACRE UTILITY EASEMENT City of Cedar Park, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	10/11/2016
Project:	00324
Scale:	1" = 40'
Reviewer:	JSW
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1

P:\00324\Dwg\00324_Power Pole Easement_2_Rev.dwg

2016078496 ESMT Total Pages: 7

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF WILLIAMSON §

THAT Williamson County, Texas, acting by and through its County Judge, hereinafter referred to as "Grantor" for and in consideration of ONE DOLLAR ($1.00) in hand paid by PERDENALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto PERDENALES ELECTRIC COOPERATIVE, INC. an easement and right-of-way for an above ground electric distribution system, consisting of a variable number of suspended cables and all necessary or desirable appurtenances (including poles, conduits, primary cables, secondary conductors and ground rods underground and concrete pads, ground rods, ground clamps, transformers, cable terminators, cable riser shields, cutouts, and lightening arrestors above ground) at or near the location and along the general course now located and staked out by the Perdenales Electric Cooperative, Inc., through and across the following described lands located in Williamson County, Texas, to wit:

Being (i) Tract One: a 0.0063 of one acre tract of land described by metes and bounds on Exhibit A attached and made a part hereof and (ii) Tract Two: a 0.0011 of one acre tract of land described by metes and bounds on Exhibit B attached and made a part hereof.

Together with the ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, patrolling, operating, maintaining, and removing said cables and appurtenances; the right to place new or additional cable or cables on said system and to change the sizes thereof; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances; the right to place temporary structures for use in construction or repairing said system.

Grantor warrants that Grantor is the owner of said property and has a right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto the Perdenales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the above-described easement and rights unto Perdenales Electric Cooperative, Inc. its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our signatures to the above document on this the 9th day of August, 2016.

GRANTOR:

Williamson County, Texas

By: _____

Dan A. Gattis, County Judge

STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me the undersigned authority on this day personally appeared Dan A. Gattis, County Judge of Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of Williamson County, Texas, and for the purposes and consideration therein expressed.

_____

Notary Public for Texas

LISA DWORACZYK
Notary Public, State of Texas
My Commission Expires
September 29, 2018

EXHIBIT "A"

(Utility Easement)
John H. Dillard Survey, Abstract No. 179

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0063 ACRE (274 SQUARE FEET) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0063 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

COMMENCING, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract;

THENCE, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N72°55'04"E, a distance of 144.93 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, the following two (2) courses and distances:

1) **N72°55'04"E**, a distance of **7.57** feet to a 60D nail found for an angle point hereof, and
2) **N61°31'08"E**, a distance of **2.48** feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 291.67 feet;

THENCE, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said Williamson County tract, the following three (3) courses and distances:

1) **S17°04'56"E**, a distance of **27.80** feet to a calculated point for the southeast corner hereof,
2) **S72°55'04"W,** a distance of **10.00** feet to a calculated point for the southwest corner hereof, and
3) **N17°04'56"W**, a distance of **27.31** feet to the **POINT OF BEGINNING**, and containing 0.0063 Acre (274 Square Feet) more or less.

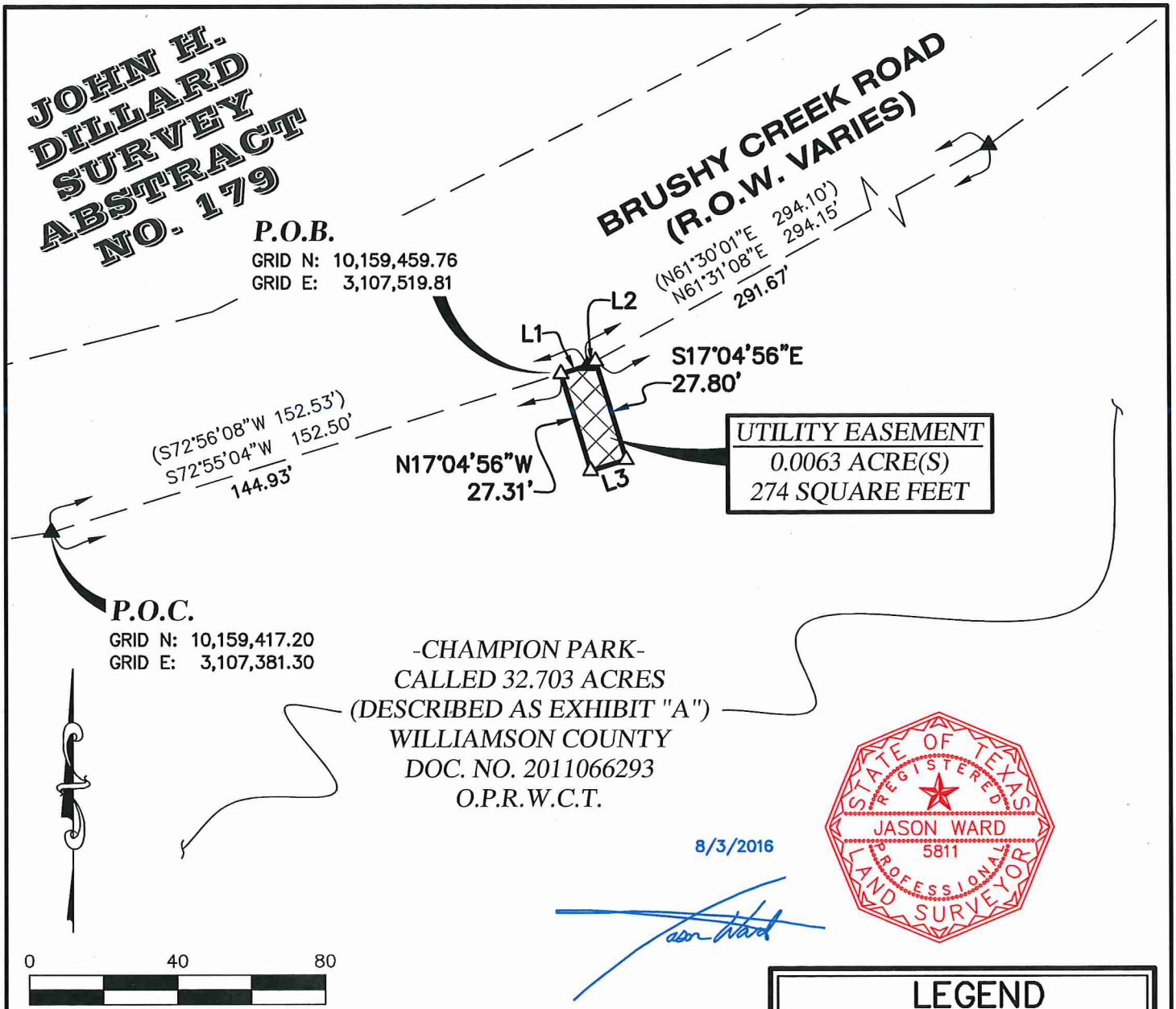
NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000119770998. See attached sketch (reference drawing: 00324 Power Pole Easement 1.dwg)

8/3/16

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR



8/3/2016

STATE OF TEXAS REGISTERED JASON WARD 5811 PROFESSIONAL LAND SURVEYOR

0 40 80
20 60
GRAPHIC SCALE: 1" = 40'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N72°55'04"E	7.57'
L2	N61°31'08"E	2.48'
L3	S72°55'04"W	10.00'

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— — —	EXISTING PROPERTY LINES
- - - - -	EXISTING EASEMENTS
▲	60D NAIL FOUND
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2011066293

0.0063 ACRE UTILITY EASEMENT City of Cedar Park, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	8/3/2016
Project:	00324
Scale:	1" = 40'
Reviewer:	JSW
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1

P:\00324\Dwg\00324_Power Pole Easement_1.dwg

EXHIBIT "B"

(Utility Easement)
John H. Dillard Survey, Abstract No. 179

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 0.0011 ACRE (50 SQUARE FEET) OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NO. 179, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 32.703 ACRE TRACT (DESCRIBED AS EXHIBIT "A") CONVEYED TO WILLIAMSON COUNTY, RECORDED IN DOCUMENT NUMBER 2011066293 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 0.0011 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

COMMENCING, at a 60D nail found at an angle point in the south right-of-way line of Brushy Creek Road (Right-of-way varies), and being an angle point in the north line of said Williamson County tract;

THENCE, along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, N61°31'08"E, a distance of 117.94 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE, continuing along the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, **N61°31'08"E**, a distance of **10.00** feet to a calculated point for the northeast corner hereof, from which a nail found in the south right-of-way line of said Brushy Creek Road and at an angle point in the north line of said Williamson County tract bears, N61°31'08"E, a distance of 166.22 feet;

THENCE, leaving the south right-of-way line of said Brushy Creek Road and the north line of said Williamson County tract, over and across said Williamson County tract, the following three (3) courses and distances:

1) **S28°34'00"E**, a distance of **5.00** feet to a calculated point for the southeast corner hereof,
2) **S61°26'00"W,** a distance of **10.00** feet to a calculated point for the southwest corner hereof, and
3) **N28°34'00"W**, a distance of **5.00** feet to the **POINT OF BEGINNING**, and containing 0.0011 Acre (50 Square Feet) more or less.

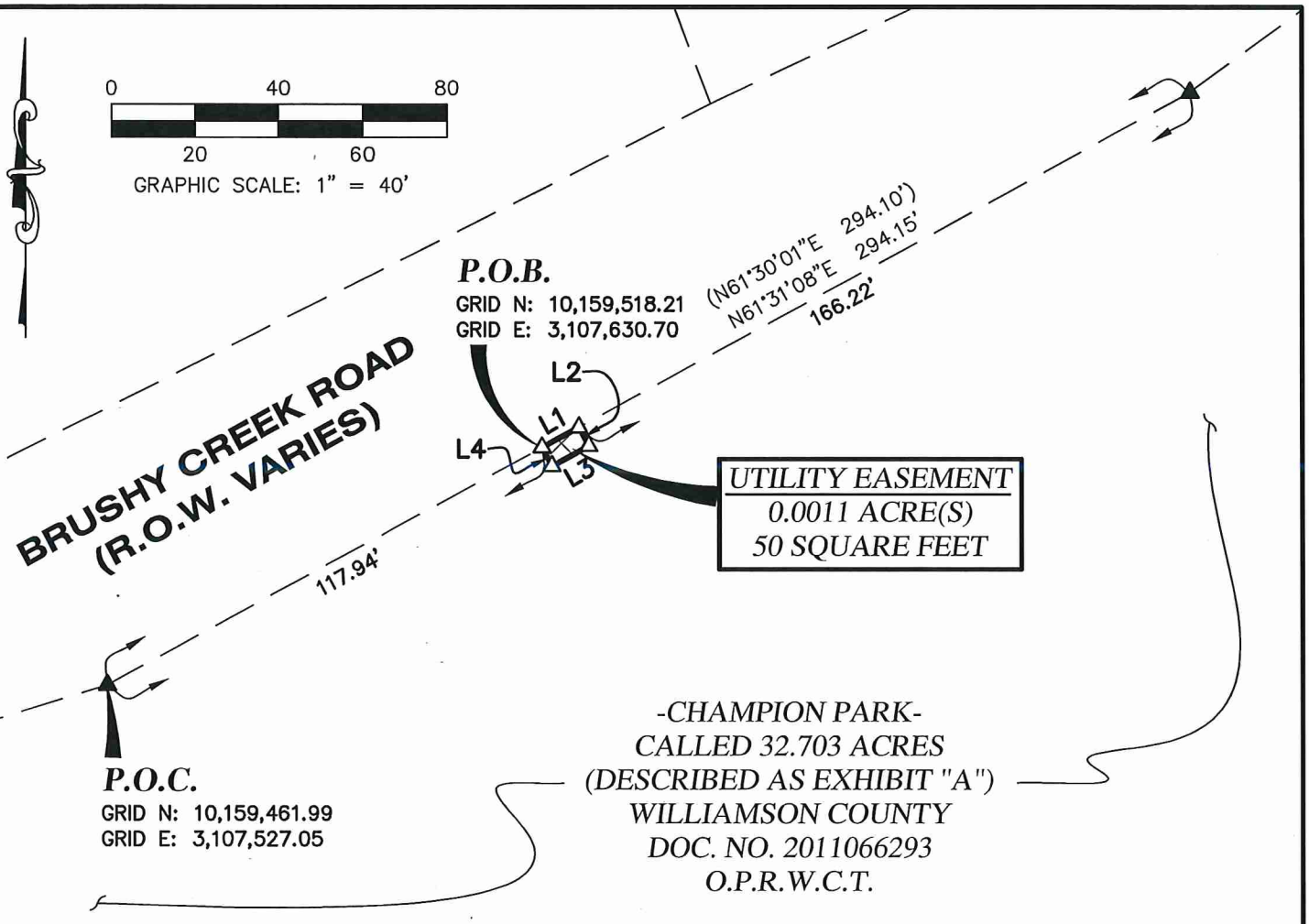
NOTE:

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8/3/16

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR



8/3/2016

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N61°26'00"E	10.00'
L2	S28°34'00"E	5.00'
L3	S61°26'00"W	10.00'
L4	N28°34'00"W	5.00'

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, CENTRAL ZONE, (4203), NAD83 (CORS), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000119770998.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.

LEGEND

———	PROPOSED EASEMENT LINE
— —— —	EXISTING PROPERTY LINES
– – – – –	EXISTING EASEMENTS
▲	60D NAIL FOUND
△	CALCULATED POINT
DOC. NO.	DOCUMENT NUMBER
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT-OF-WAY
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS
(.....)	RECORD INFORMATION PER DOC. NO. 2011066293

0.0011 ACRE UTILITY EASEMENT City of Cedar Park, Williamson County, Texas

4WARD Land Surveying
A Limited Liability Company
PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2384
TBPLS FIRM #10174300

Date:	8/3/2016
Project:	00324
Scale:	1" = 40'
Reviewer:	JSW
Tech:	CC
Field Crew:	JCR/KDL
Survey Date:	JULY 2014
Sheet:	1 OF 1

P:\00324\Dwg\00324_Power Pole Easement_2.dwg

Commissioners Court - Regular Session **40.**

Meeting Date: 11/29/2016

TPWD Grant Agreement for 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 appropriate action on Texas Parks & Wildlife Commission Grant Agreement for Williamson County Expo Center to support professional services and construction for RV sites, walks, trails, and related infrastructure.

Background

On March 24, 2016, the Texas Parks and Wildlife Commission approved Williamson County's grant proposal for the Expo Center. The grant will fund professional services and construction of RV sites, walks, trails, and related infrastructure.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TPWD Grant Agreement for Williamson County Expo Center

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/18/2016 09:30 AM
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:00 PM
Form Started By: Randy Bell		Started On: 11/17/2016 04:15 PM
Final Approval Date: 11/21/2016		

TEXAS PARKS & WILDLIFE

Life's better outside.®

Commissioners

T. Dan Friedkin
Chairman
Houston

Ralph H. Duggins
Vice-Chairman
Fort Worth

Anna B. Galo
Laredo

Bill Jones
Austin

Jeanne W. Latimer
San Antonio

James H. Lee
Houston

S. Reed Morian
Houston

Dick Scott
Wimberley

Kelcy L. Warren
Dallas

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

Sent Via RGO

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

Re: Williamson County Expo Center
48-001142

Dear Judge Gattis:

On **March 24, 2016**, the Texas Parks and Wildlife Commission approved Williamson County's grant proposal for Expo Center, through the Texas Recreation & Parks Account.

Please print, sign, and upload the attached grant agreement documents under the assigned task in RGO. Once we have received the grant agreement, the required pre-construction tasks will appear. It is imperative that you do not start construction on your project without a "*Notice to Proceed*" from TPWD.

For additional information you can find the "*Instructions for Approved Projects*" manual under the *Resources* tab in RGO. We have also attached comments to this packet from the resource review conducted on your application.

If planning a groundbreaking or park dedication ceremony please let us know ASAP so we can get it on our calendar. We would also like to encourage you to notify your state and local officials.

I will be your project coordinator and can be reached at 512-389-4656 or at dan.reece@tpwd.texas.gov. I look forward to working with you on the successful completion of this project.

Sincerely,

Dan Reece, RLA
Local Park Grants Coordinator
Recreation Grants Branch

4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744-3291
512.389.4800
www.tpwd.texas.gov

TEXAS PARKS AND WILDLIFE

Recreation Grants Non-Urban Local Park Grant Program
Land and Water Conservation Fund
Project Agreement

TPWD P.O. Number: _____

Federal Award Identification Number (FAIN): **P16AP00307**

Sub Recipient Unique Entity Identifier (DUNS): **076930049**

Catalogue of Federal Domestic Assistance Number (CFDA): **15.916**

Project Number: **48-001142**

Sponsor Name: **WILLIAMSON County**

Project Name: **Williamson County Expo Center**

Project Period: **September 30, 2016 thru July 15, 2019**

Total Project Cost: **$1,000,000.00** Approved Federal Funds: **$500,000.00**

PROJECT SCOPE AND LOCATION:

This sub-award is funded through the National Park Service (NPS), under the authority of the Land and Water Conservation Fund Program (CFDA# 15.916), issued to Texas Parks and Wildlife Department (Department) on June 1, 2016. All publications arising from this project shall acknowledge Department, as well as the NPS, as funding sources.

Williamson County(Sponsor) will further develop 11.2-acre Expo Center to include: Vehicular circulation, Utilities, RV sites, Sidewalks, Trails, Demolition, Site grading, and Native landscaping.

Expo Center is located at 210 Carlos G. Parker Blvd., Taylor, Williamson County, Texas 76574.

GENERAL PROVISIONS:

The following General Provisions are hereby made part of this Agreement.

Part I – Definitions

A. The term "Department" as used herein means the Texas Parks and Wildlife Department or any representative delegated authority to act on behalf of the Department.

B. The term "DOI" as used herein means the Department of Interior.

C. The term "NPS" as used herein means the National Park Service.

D. The term "LWCF" as used herein means the Land and Water Conservation Fund.

E. The term "Manual" as used herein means the Local Park Grant Program Manual.

F. The term "Project" as used herein means the Land and Water Conservation Fund grant project identified in this Agreement.

G. The term "Sponsor" as used herein means the political subdivision that is a party to this Agreement.

H. The term "LPGP" as used herein means the Local Park Grant Program.

Part II - Continuing Assurances

The parties to this Agreement specifically recognize that the LWCF project creates an obligation to maintain the project property consistent with the Land and Water Conservation Fund Act and the requirements set forth in Agreement.

Further, the parties intend hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase in public outdoor recreation land and/or facilities, commensurate at least with the Federal cost-share.

Both parties intend hereto that assistance from the LWCF will be added to, rather than replace or be substituted for, local outdoor recreation funds.

A. The Sponsor agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of this Agreement, upon any political subdivision or public agency to which funds are transferred. The Sponsor also agrees that it shall be responsible for compliance with the terms of this Agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the Sponsor to comply with the terms of this Agreement.

B. The Sponsor agrees that the property described in this Agreement and the signed and dated project boundary map is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Department, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Department shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to ensure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36, Part 59.3 of the Code of Federal Regulations. This replacement land becomes subject to protection under the Land and Water Conservation Fund Act Section 6(f)(3). Final approval of a conversion shall be at the discretion of the NPS.

Prior to the completion of this project, the Sponsor and the Department may mutually alter

the area described and shown in this Agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as LWCF reimbursement is provided.

In the event the Department provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. Sponsor agrees to notify the Department of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in this Agreement and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Department; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Department.

C. The Sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the Sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of Texas and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the Department by way of assistance under the terms of this Agreement. The Sponsor agrees that payment by the Sponsor to the Department of an amount equal to the amount of assistance extended under this agreement by the State of Texas would be inadequate compensation to the State for any breach by the Sponsor of this agreement.

   The Sponsor further agrees, therefore, that the appropriate remedy in the event of a breach by the Sponsor of this agreement shall be the specific performance of this Agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

D. The Sponsor agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of this Agreement.

E. The Sponsor agrees that the property and facilities described in this Agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36, Part 59 of the Code of Federal Regulations).

F. The Sponsor agrees that a notice shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of this Agreement and the signed and dated project boundary map made part of this Agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Department. Final approval is with the discretion of the NPS.

G. Nondiscrimination

1. By signing this Agreement, the Sponsor certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurances appearing in Part III herein.

2. The Sponsor shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Requirements

The Sponsor shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance, and use of Federal funds for this federally assisted project, including:

- *2 CFR Part 200*, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- *2 CFR Parts 182 & 1401*, Government-wide Requirements for a Drug-Free Workplace;
- *2 CFR Parts 180 & 1400*, Non-Procurement Debarment and Suspension, previously located at 43 CFR Part 42, "Government-wide Debarment and Suspension (Non-Procurement)";
- *43 CFR Part 18*, New Restrictions on Lobbying;
- *FAR Clause 52.203-12, Paragraphs (a) and (b)*, Limitation on Payments to Influence Certain Federal Transactions;
- *2 CFR Part 25*, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and
- *2 CFR Part 170*, Reporting Sub-awards and Executive Compensation

B. Project Application

1. The Local Park Grant Application bearing the same project number as this Agreement and associated documents is by this reference made a part of this Agreement.

2. The Sponsor affirms that it possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Sponsor to act in connection with the application and to provide such additional information as may be required.

3. The Sponsor affirms that it has the capability to finance the non-Federal share of

the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin at the date specified on this Agreement or the effective date of a waiver of retroactivity, and shall terminate at the end of the stated or amended project period, unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.

2. The Sponsor will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.

3. The Sponsor will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and Department of the Interior (DOI) Section 504 Regulations (43 CFR Part 17). The Sponsor will be responsible for conducting inspections to ensure compliance with these specifications by any contractor.

4. The Sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

5. In the event the project cannot be completed in accordance with the plans and specifications for the project, the Sponsor shall bring the project to a point of recreational usefulness agreed upon by the Sponsor and the Department.

6. The Sponsor will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications. The Sponsor will furnish progress reports and such other information as the Department may require.

7. The Sponsor will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions, and where applicable shall ensure that the Act has been complied with for property to be developed with assistance under this Agreement.

8. The Sponsor will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution; and Executive Order 11990, relating to the protection of wetlands.

9. The Sponsor will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, and approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance

Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. The Sponsor will assist the Department and NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It is national policy to award a fair share of contracts to small and women- and minority-owned firms. The DOI and NPS are strongly committed to the objectives of this policy and encourage all grant recipients to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible. In accordance with Executive Orders 11625, 12138, and 12432, recipients shall take the following steps to further this policy:

    a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

    b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

    c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

    d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

    e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

12. If applicable, the Sponsor will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the Sponsor Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the applicable provisions of 2 CFR 200.

2. No grant or contract may be awarded by any grantee, sub grantee, or contractor of any

grantee or sub grantee, to any party that has been debarred or suspended under Executive Order 12549. By signing this Agreement, the Sponsor certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. All recipient financial and programmatic records, supporting documents, statistical records, and all other grant-related records shall be retained in accordance with 2 CFR 200.333 to .337 for a period of three years, except the records shall be retained beyond the three year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditure report for the project.

3. Local governments are authorized to substitute copies in lieu of original records.

4. The Department, Texas Comptroller of Public Accounts, Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Sponsor which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Department may temporarily suspend assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.

2. The Sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by mutual agreement.

3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Sponsors or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Department or Sponsor may terminate grants in whole or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State and Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the

Department or that all funds provided by the Department be returned.

G. Lobbying with Appropriated Funds

The Sponsor must certify, for the award of grants exceeding $100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with 31 USC 1352, the Sponsor certifies, as follows:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (2 CFR Parts 182 & 1401), the Sponsor certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

I. Civil Rights Assurance (Ref: DI-1350)

The Sponsor certifies that, as a condition to receiving any Federal assistance from the Department it will comply with all Federal requirements relating to nondiscrimination. These include, but are not limited to: (a) Executive Order 11246, as amended; (b) Title VI of the Civil Rights Act of 1964, as amended (78 Stat. 252; 42 U.S.C. §§2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin; (c) Title V, Section 504 of the Rehabilitation Act of 1973, as amended (87 Stat. 394, 29 U.S.C. §794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, as amended (89 Stat. 728, 42 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; and with all other applicable federal laws and regulations prohibiting discrimination, to the end that no person in the United States shall, on the grounds of race, color, sexual orientation, national origin, disability, religion, age, or sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant.

THE SPONSOR HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE shall apply to all aspects of the Sponsor's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sponsor by the Department, this assurance shall obligate the Sponsor, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sponsor for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Sponsor by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Sponsor recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor, its successors, transferees, assignees, and sub recipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Sponsor.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more

public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Sponsor further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," appearing below, in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.

K. Anti-Deficiency Act.

Pursuant to 31 U.S.C. §1341, nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

L. Audit Requirements.

1) Non-Federal entities that expend $750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and2 CFR Part 200, Subpart F , which is available at:
http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6

2) Non-Federal entities that expend less than $750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

3) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at http://harvester.census.gov/sac/.

M. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

1) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

2) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

3) The Award Recipient shall insert the substance of this clause, including this paragraph (3), in all sub-awards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

N. Reporting Sub-awards and Executive Compensation

a) Reporting of first-tier sub-awards.

1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111–5) for a sub-award to an entity (see definitions in paragraph E. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a)1. of this award term to http://www.fsrs.gov.

ii. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

b) Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this award is $25,000 or more;

ii. In the preceding fiscal year, you received—

a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial

assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c) Reporting of Total Compensation of Sub recipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier sub recipient under this award, you shall report the names and total compensation of each of the sub recipient's five most highly compensated executives for the sub recipient's preceding completed fiscal year, if—

i. In the sub recipient's preceding fiscal year, the sub recipient received—

a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and

b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub awards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at

http://www.sec.gov/answers/execomp.htm.)

2. Where and when to report. You must report sub recipient executive total compensation described in paragraph c.1. of this award term:

    i. To the recipient.

    ii. By the end of the month following the month during which you make the sub award. For example, if a sub award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the sub recipient by November 30 of that year.

d) Exemptions.

1. If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

    i. Sub awards, and

    ii. The total compensation of the five most highly compensated executives of any sub recipient.

e) Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

    i. A Governmental organization, which is a State, local government, or Indian tribe;

    ii. A foreign public entity;

    iii. A domestic or foreign nonprofit organization;

    iv. A domestic or foreign for-profit organization;

    v. A Federal agency, but only as a sub recipient under an award or sub award to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Sub award:

    i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible sub recipient.

ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.

iii. A sub award may be provided through any legal agreement, including an agreement that you or a sub recipient considers a contract.

4. Sub recipient means an entity that:

   i. Receives a sub award from you (the recipient) under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the sub award.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or sub recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

   i. Salary and bonus.

   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

   v. Above-market earnings on deferred compensation which is not tax-qualified.

   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

O. Conflict of Interest

1) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life

of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

2) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

3) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

P. Reporting of Matters Related to Recipient Integrity and Performance (Note: Applicable only to grants where the LWCF share is $500,000 or greater)

1) General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2) Proceedings You Must Report

Submit the information required about each proceeding that:

a) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
b) Reached its final disposition during the most recent five year period; and
c) Is one of the following:
1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of $5,000 or more; or reimbursement, restitution, or damages in excess of $100,000; or

4) Any other criminal, civil, or administrative proceeding if:

i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3) Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4) Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a) Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
b) Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
c) Total value of currently active grants, cooperative agreements, and procurement contracts includes—

1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

ADDITIONAL GUIDELINES:

The following additional guidelines for administration of Local Park Grant Program LWCF Acquisition and Development Projects is hereby made part of this agreement.
The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the sponsor, unless delays result from extraordinary circumstances beyond the sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available funds to other projects, or to deny requests for additional grant funds for new projects:

ACTIVITY	TIME FRAME
Commission Approval	Begin 3-year project period (4-year max)
Grant Agreement Execution (Department & Sponsor)	As soon as possible after Commission approval
Pending Documentation such as: • U.S. Army Corps of Engineers 404 • TCEQ Permits • Environmental Resources Survey • THC Cultural Resources Survey and Clearance • TPWD Biological Consultations • ROW Abandonment • Lease/Joint-Use Agreement Execution, etc.	Accomplished prior to first construction reimbursement.
Quarterly Status Reports (beginning with Commission approval)	On or before January 15th, April 15th, July 15th and October 15th
Appraisal Submission	As soon as possible after grant agreement date
Appraisal Approval	Within 6 months of appraisal submission
Land Acquisition	As soon as possible after appraisal approval
Construction Plan Submission	Accomplished prior to first construction reimbursement.

Periodic Reimbursement Billings	Every 90 days if possible (minimum $10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4th fiscal year)

The following criteria will be used to determine sponsor eligibility for additional funding by the application deadline. Performance is based on all grant programs administered by the Recreation Grants Branch:

- Funding history and previous performance
- All previously completed Department sponsored grant projects must be in compliance with all the terms of the Project Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty (50) percent of the approved grant amount; and
- The total of approved grant funds which have not been reimbursed may not exceed $2 million for all active grant projects.

A grantee may also be considered to be "high risk" based on financial stability or non-conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

* * * * * * * * * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

By_____

Brent Leisure, State Parks Division Director
Name and Title

WILLIAMSON COUNTY

By_____

Honorable Dan A. Gattis, County Judge
Name and Title

NA SAM Date/Initials: 08/24/2016 dfr

TEXAS PARKS AND WILDLIFE DEPARTMENT

CERTIFICATE OF LAND DEDICATION FOR PARK USE

LAND AND WATER CONSERVATION FUND PROGRAM

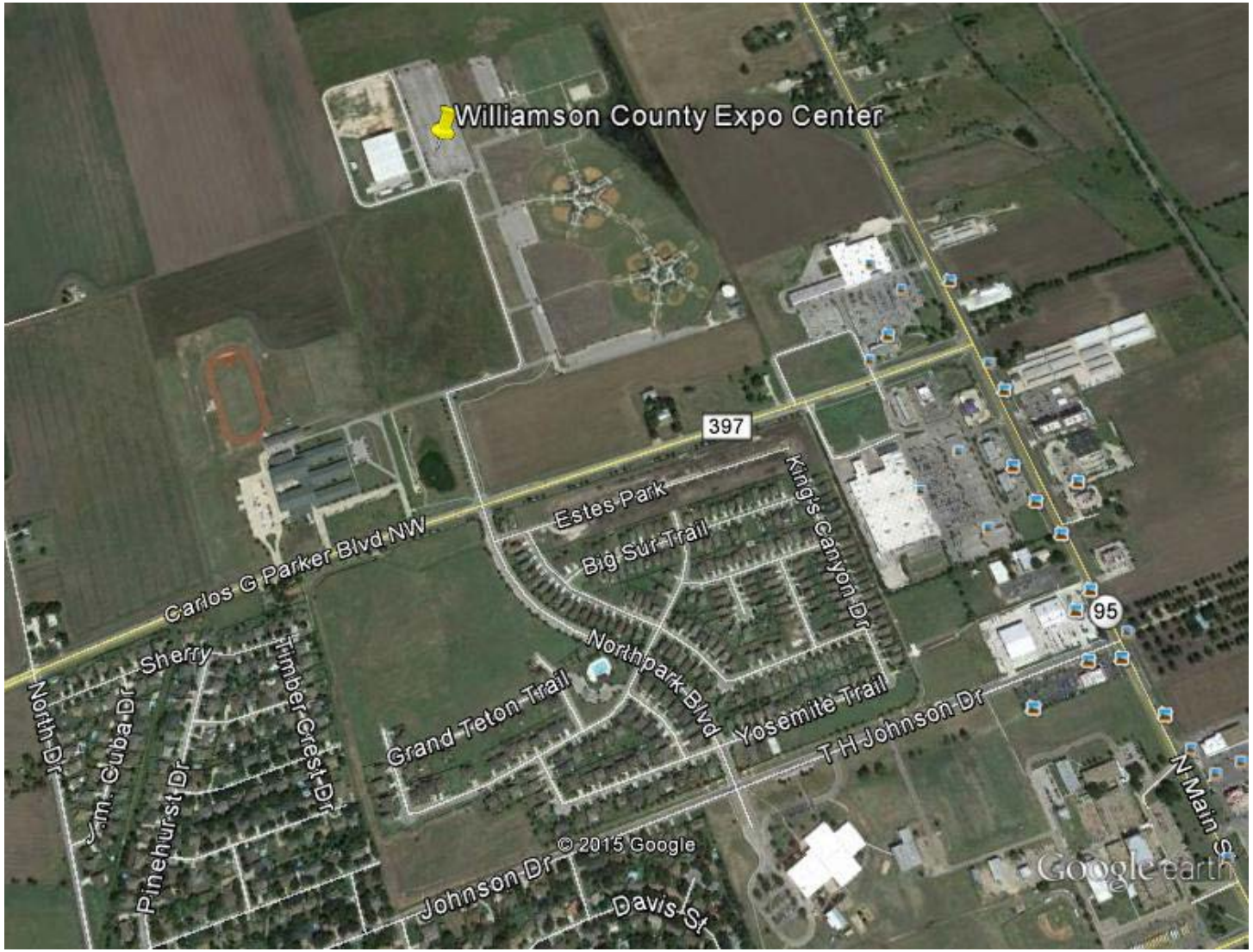
This is to certify that a permanent record shall be kept in the **WILLIAMSON COUNTY** public property records and be made available for public inspection to the effect that the property described in the scope of the Project Agreement for **WILLIAMSON COUNTY Expo Center, Project Number 48-001142**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

WILLIAMSON COUNTY
Political Subdivision

By _____

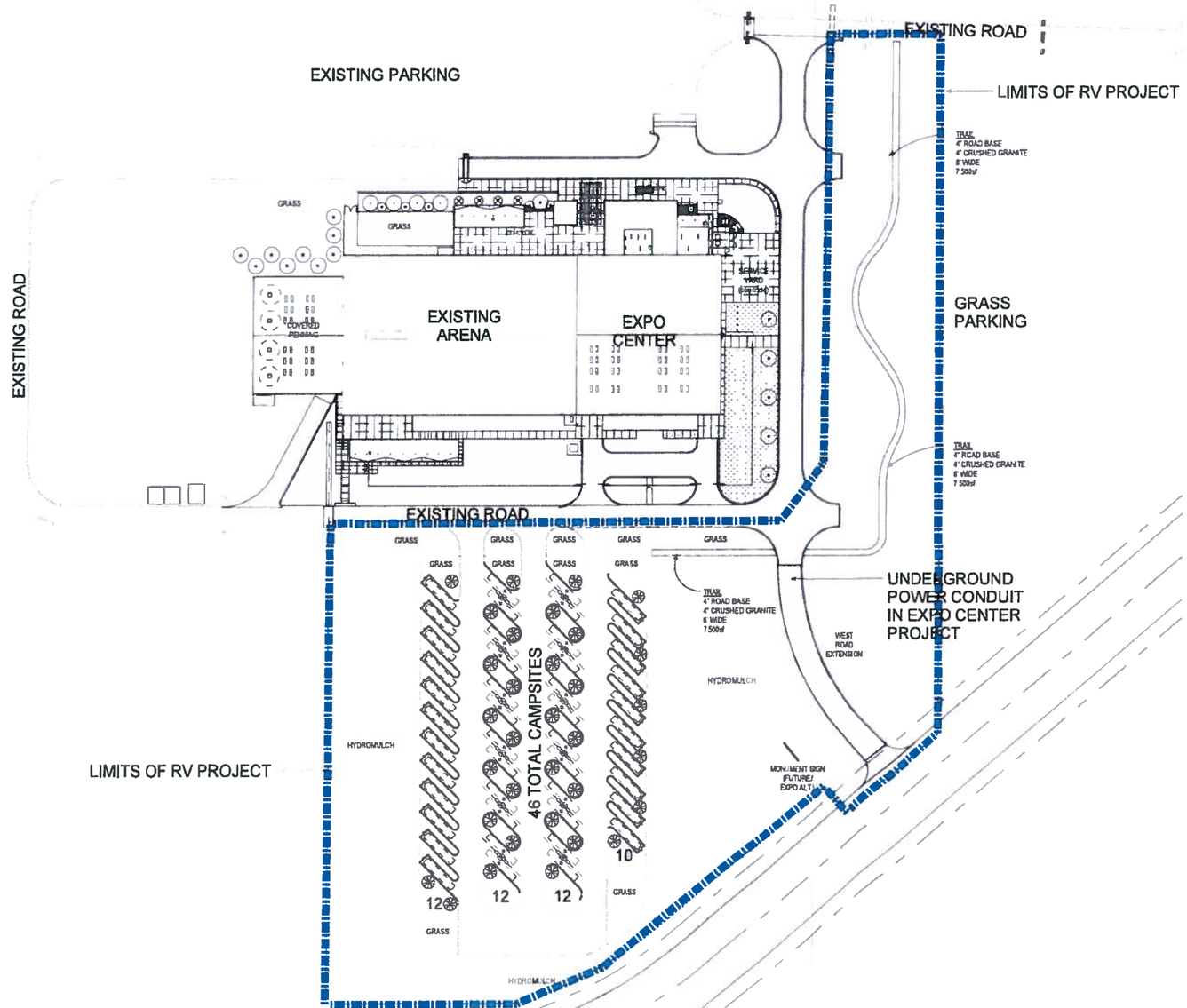
Honorable Dan A. Gattis, County Judge
Name and Title

_____
Date



WILLIAMSON COUNTY Expo Center 48-001142

Location Map



Texas Parks & Wildlife Department - Local Park Grants Program
OFFICIAL PROJECT BOUNDARY MAP

This project has been funded through the TPWD Local Park Grants Program. Land identified on this official map is ***protected as parkland in perpetuity.***

Project Name: WILLIAMSON COUNTY Expo Center

Project # 48-001142 **Not in the Project:** X

Acquisition Boundary: **Acres:** N/A

Project Boundary: **Total Acres:** 11.2

Dedicated Open Space/Natural Area: **# of Acres:** N/A

Overhead Lines: Yes, Disposition: Remain

Brent Leisure, State Liaison Officer:

10-8-16

Signature and Date

Honorable Dan A. Gattis, County Judge:

Signature and Date

BUDGET SUMMARY

PROJECT: WILLIAMSON COUNTY Expo Center | **REIMBURSEMENT REQUEST NO.**

PROJECT NUMBER: 48-001142 | **PERIOD COVERED:**

		ESTIMATE	COMPLETED LAST REQUEST	COMPLETED THIS PERIOD	TOTAL COMPLETE
1. PROFESSIONAL SERVICES					
Plans & Specifications	$	101,000.00			
Limited to 12% of Construction Elements					
2. CONSTRUCTION ELEMENTS					
1. Road & Parking	$	332,816.00			
2. Water & Wastewater Utilities	$	94,686.00			
3. Electric Utilities	$	76,873.00			
4. RV Sites	$	44,067.00			
5. Walks & Trails	$	69,976.00			
6. Demolition	$	13,073.00			
7. Site grading (incl Detention Pond)	$	126,580.00			
8. Landscaping (native plants)	$	140,929.00			
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
	$				
Construction Cost	$	899,000.00			
Less Retainage	$	0.00			
TOTAL CONSTRUCTION	$	899,000.00			
3. LAND ACQUISITION					
	$				
TOTAL ACQUISITION	$	0.00			
TOTAL PROJECT COST	$	1,000,000.00			

MATCH: $500,000.00 **0%**

Title

Parks Director

Email Address

randybell@wilco.org

Phone Number

512-943-1922

Alternate Phone Number (Cell)

Optional

(No response)

Was this application prepared by someone other than the authorized official or staff person named above?

No

PARK PROJECT INFORMATION

The entire park is intended to be dedicated parkland, in perpetuity, as a result of receiving park grant funding.

Matching Funds Requested

This is the 50% match amount you are requesting from TPWD as shown in on your Budget Summary.

$500,000

Park Name

Williamson County Expo Center

County

246 Williamson

NO HISTORIC
PROPERTIES AFFECTED
PROJECT MAY PROCEED
by Justin Kockritz
for Mark Wolfe
State Historic Preservation Officer
Date 2/1/2016
#201603515

Physical Address of the Project Site

210 Carlos G. Parker Blvd.
Taylor, TX 76574

Latitude at Park Entrance

TEXAS PARKS AND WILDLIFE

OFFICE MEMORANDUM

COORDINATION - ROUTING			
DIV.	NAME	INITIAL	DATE
IF	Ryan McGillicuddy		
REMARKS:			
RETURN TO:			

TO: Lana Daniels
Recreation Grants Program

FROM: Ryan McGillicuddy
Watershed Policy & Management
Inland Fisheries Division

SUBJECT: Fall 2015 Small Community Grant Application Review

DATE: 02/03/2016

TPWD Inland Fisheries, Coastal Fisheries and Wildlife Division staff has been consulted to assess regulatory compliance and identify potential adverse environmental impacts of proposed Recreation Grant applications. Reviewed applications are separated into four categories, with "Category 1" being of least concern, and "Category 4" being of the greatest concern.

CATEGORY 2

Category 2 includes projects for which one or more permits may be required, but if constructed as proposed and following permit requirements, should pose no significant environmental impacts. In general, these projects may further reduce or avoid adverse impacts by implementing appropriate comments in the "General Comments" attachment. These projects may also benefit from coordination with one or more of the TPWD groups listed in the "Other Recommended Coordination" section of the attachment. Potential permits considered are described in the "Types of Permits" section attached.

Williamson County – Williamson County Expo Center (ERCS# 36003):

The itemized budget for this project includes water utilities (supply line from water main), electric service (underground lines), wastewater lines, and water and sanitary utility distribution piping.

TPWD recommends that any open trenches or excavation areas be covered overnight and/or inspected every morning to ensure no wildlife species have been trapped. Also, inspect excavation areas for trapped wildlife prior to refilling. TPWD also recommends the judicious use and placement of sediment control fence to exclude wildlife from the construction areas. In many cases, sediment control fence placement for the purposes of controlling erosion and protecting water quality can be modified minimally to also provide the benefit of excluding wildlife access to construction areas. The exclusion fence should be buried at least six inches and be at least 24 inches high. The exclusion fence should be maintained for the life of the project and only removed after the construction is completed and the disturbed site has been revegetated. Construction personnel should be encouraged to examine the inside of the exclusion areas daily to determine if any wildlife species have been trapped inside the area of impact and provide safe egress opportunities prior to initiation of construction activities.

The applicant should consider using Night Sky friendly lighting at the facility and should only use native plants for landscaping (“adaptive plants” were mentioned).

Questions regarding environmental review of this recreation grant project can be directed to Megan Bean of the Inland Fisheries Division (830-866-3050) or Jessica Schmerler of the Wildlife Division (512-389-8054).

ATTACHMENT

Types of Permits

- USACE "404" permit (activities affecting wetlands or aquatic areas)

The U.S. Army Corps of Engineers (USACE) should be consulted prior to commencement of projects that propose to place fill material or structures, whether from general land grading activities, buildings, piers, foot bridges or other activities, into wetlands or waters of the U.S. to determine the regulatory status of the proposed activity. Compensation may be required for any encroachment into these areas.

- TCEQ "401" water quality certification (water quality of wetlands or aquatic areas) (Mr. David Galindo 512-239-0951)

- TCEQ Water Rights Permit (diversion or impoundment of water in waterways) (TCEQ Water Rights Permitting and Availability Section 512-239-4691)

- EPA Construction/Stormwater permit (1 or more acres disturbed)

U.S. Environmental Protection Agency should be contacted for projects proposing to disturb one or more acres of land. (Mr. Everett Spencer 214-665-8060 or TCEQ 512-239-4671)

- USFWS clearance (federally listed threatened & endangered species/habitat)
  The U.S. Fish and Wildlife Service (USFWS) should be consulted, if Natural Diversity Database search indicates activities may impact federally listed species or habitat, to assist in the evaluation of the proposed activities that may affect federally listed rare, threatened, or endangered wildlife species. Further consultation or surveys may be necessary to determine impact.

- TPWD Sand and Gravel permit (disturbance of state navigable waterways or bay bottoms)
  The TPWD biologist coordinating the Sand, Shell, Gravel and Marl (SSGM) program should be consulted to evaluate activities involving the disturbance or taking of material from the beds or bottoms of State-navigable streambeds and bay bottoms. (Mr. Tom Heger 512-389-4583)

- TPWD Aquatic Resource Relocation Plan
  If construction occurs during times when water is present and dewatering activities or other harmful construction activities are involved, then TPWD recommends relocating potentially impacted native aquatic resources in conjunction with a *Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters* and an Aquatic Resource Relocation Plan. (Mr. Don Pitts 512-389-8754 or don.pitts@tpwd.texas.gov)

- TPWD Inland Fisheries Division (Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters)
  The TPWD Fisheries Division should be consulted for required permits if any aquatic organisms are to be stocked or relocated within waters of the State. (Ms. Luci Cook-Hildreth 512-389-8750)

Other Recommended Coordination

- TPWD Inland Fisheries Division (establishment and management of pond fisheries)
- TPWD Wildlife Division – Wildscapes or Urban Wildlife Programs (beneficial planting/landscaping/xeriscaping)
  - Urban Wildlife program coordinator - Richard Heilbrun 210-688-6447
  - TPWD Wildscapes program administrator - Mark Klym 512-389-4644

- The Natural Diversity Database should be consulted to assist with the data search for state or federally listed rare, threatened, or endangered plant & wildlife species; as well as other rare or unique habitats and ecological resources. (Mr. Bob Gottfried 512-389-8744)
- TPWD Wildlife Division – Habitat Assessment Program (terrestrial habitat impacts/planting) (Ms. Julie Wicker 512-389-4579)
- TPWD Inland Fisheries Division – Watershed Conservation Team (wetland and aquatic habitat impacts/enhancement/creation) (Mr. Tom Heger 512-389-4583)

General Comments

1. Trails along creek banks and lake shores should be set back far enough that they do not cause or exacerbate erosion of the banks, either from construction activities or long-term use. Pedestrian creek crossovers should be located in areas where vegetation removal or disturbance can be avoided or minimized. The crossovers should span the entire creek channel with the headwalls at or above the top of the bank in order to avoid destabilizing the bed and banks.

2. Impervious vehicular and pedestrian use areas such as roads, walking tracks and parking areas should not impede natural surface water drainage. Stormwater runoff should be treated before discharging into nearby waterways by directing runoff into vegetated swales, retention or detention ponds, or similar pre-treatment areas.

3. Landscaping and revegetation plans should incorporate native plants, including grasses, whenever possible. Locally adapted natives can increase survival and reduce maintenance and watering needs while providing benefits to wildlife. Mowing only essential use areas will allow native grasses to prosper, generally without additional irrigation. Maintenance activities should be reduced as much as feasible in all areas except sport fields and playgrounds, and restricted to after seed-set (late fall) to promote reseeding and increased wildlife value. Enhancement of existing native grasses or prairie remnants can be assisted by limiting mowing practices and reseeding exposed areas with native grasses and forbs. After all, as many communities are learning, access to wildlife for casual recreation is not only a valued public benefit itself, but also a potential boost to the local economy.

4. Disturbance of native vegetation should be avoided or minimized during land alteration activities by using site planning and construction techniques designed to preserve existing native trees, shrubs, grasses and forbs, aquatic and wetland systems. Should any losses be deemed unavoidable, it is recommended that native plant species be used in mitigation and landscaped areas that are beneficial to fish and wildlife endemic to the area. Also, where possible, clearing of understory vegetation should be minimized because such vegetation provides habitat to small mammals and birds. Natural buffers contiguous to wetlands and aquatic systems should remain undisturbed, to preserve wildlife cover, food sources, travel corridors, and protect water quality of wetlands and waterways.

5. Soil erosion and siltation should be minimized using haybales, silt screens, or similar soil erosion prevention techniques. In order to enhance the stabilization of exposed soils, newly graded areas should be seeded or sodded with native grasses, while graded embankments should not exceed a 4:1 slope.

6. Park sites containing ponds or proposing the construction of a pond should take measures to insure that any domesticated waterfowl that take up residence at the pond are removed immediately by legal means. Domestic waterfowl pose a danger to native wild duck populations by providing a disease vector for duck plague, New Castle Disease, avian cholera, avian tuberculosis, chlamydiosis, bird flu and West Nile virus. Furthermore, the close genetic relationship between domestic and wild waterfowl can result in hybrid offspring, which has the effect of diluting the gene pool of wild populations and presents the possibility of breeding native species out of existence. Signs should be placed in the vicinity of park ponds to educate the public on the negative impacts of the release and feeding of domestic waterfowl.

Controlled Plants

No person may import, possess, sell, or place into water of this state exotic, harmful, or potentially harmful fish, shellfish, or aquatic plants except as authorized by rule or permit issued by Texas Parks & Wildlife.

Family	**Scientific name**	**Common name**
Amaranth family: Amaranthaceae	*Alternanthera philoxeroides*	alligatorweed
Sumac family: Anacardiaceae	*Schinus terebinthifolius*	Brazilian peppertree
Arum family: Araceae	*Pistia stratiotes*	water lettuce
Morning-glory family: Convolvulaceae	*Ipomoea aquatica*	swamp morning-glory
Water Milfoil family: Haloragaceae	*Myriophyllum spicatum*	Eurasian watermilfoil
Tape-grass family: Hydrocharitaceae	*Ottelia alismoides*	ducklettuce
	Hydrilla verticillata	hydrilla
	Lagarosiphon major	oxygen-weed
	Spirodela oligorhiza	duckweed
Loosestrife family: Lythraceae	*Lythrum salicaria*	purple loosestrife
Myrtle family: Myrtaceae	*Melaleuca quinquenervia*	punktree
Grass Family: Poaceae	*Panicum repens*	torpedo grass
Water-Hyacinth family: Pontederiaceae	*Eichhornia azurea*	anchored water hyacinth
	Eichhornia crassipes	common water hyacinth
	Monochoria hastata	arrowleaf falsepickerelweed
	Monochoria vaginalis	heartshape false pickerelweed
Salvinia Family: Salviniaceae	all species of genus *Salvinia*	
Figwort Family: Scrophulariaceae	*Limnophila sessiliflora*	Asian marshweed
Potato family: Solanaceae	*Solanum tampicense*	scrambling nightshade
Bur-reed family: Sparganiaceae	*Sparganium erectum*	simplestem bur-reed

Commissioners Court - Regular Session **41.**

Meeting Date: 11/29/2016

2015 CAPER

Submitted By: Sally Bardwell, HUD Grants

Department: HUD Grants

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Community Development Block Grant program's Consolidated Annual Performance and Evaluation Report (CAPER).

Background

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY15 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2015 CAPER

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:11 AM
Form Started By: Sally Bardwell		Started On: 11/18/2016 03:43 PM
Final Approval Date: 11/22/2016		

Williamson County, TX

Community Development
Consolidated Annual Performance and Evaluation Report
Fiscal Year 2015

Sally Bardwell
Williamson County Community Development Administrator
512-943-3757
sbardwell@wilco.org

Williamson County
710 Main Street
Georgetown, TX 78626
512-943-3757

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Williamson County was awarded CDBG funds in the amount of $1,213,280 for Fiscal Year 2015 (October 1, 2015 through September 30, 2016). In accordance to the priorities identified and outlined in the County's Consolidated Plan, five infrastructure projects and one Emergency Shelter Rehab project were identified for FY15 allocations. The projects serve low to moderate income areas and households throughout the County. The projects meet national goals and supports ongoing efforts in the community to address the growing population. All projects are identified as a high priorty in the Five-Year Consolidated Plan.

The Consolidated Annual Performance and Evaluation Report (CAPER) is required by the U.S. Department of Housing and Urban Development (HUD) to report on the annual performance of the Williamson County FY15 CDBG program. This report identifies the progress made regarding active projects and those projects that have been completed that received Williamson County funds, as well as other accomplishments the County has made in meeting the objectives and priorities outlined in the five year Consolidated Plan.

It is required that this report be available for review for a minimum of 15 days. The review period is December 5 – December 20, 2016. The CAPER will be submitted to HUD following this review period.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Admin and Planning	CDBG: $	Other	Other	1	1	100.00%			

Emergency Shelter Operation	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	0	0.00%	400	0	0.00%
Emergency Shelter Operation	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Flood Drainage Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1299	1299	100.00%	1299	0	0.00%
Home-ownership Assistance	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit	0	0				
Home-ownership Assistance	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	3	3	100.00%			
Sidewalks	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3084	3084	100.00%	3810	0	0.00%

Street Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6329	0	0.00%	6329	0	0.00%
Water/Sewer Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0		1003	0	0.00%
Water/Sewer Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	23	0	0.00%			
Youth Center Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	100	100.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Please see attached document outlining projects funded in 2015.

The Williamson County Crisis Center/Hope Alliance (Emergency Shelter Operation) anticipated assisting 400 clients in 2014 and 2015. The funding allocated to the facility is a rehab of the facility that will be combined with the City of Round Rock funding. Because the project is located at a secure site, there were delays created due to the need to create alternative bid processes that still met the requirements of both federal and local funding. New architectual plans were also required. This has caused a significant delay in the project. However, it is anticipated that the project will begin January 2017 and will take approximately 12 months to complete.

Jarrell Wastewater Improvements (Water/Sewer Improvements) project indicates that 26 homes will be connected to the newly installed sewer system. The project is currently underway. As the system is being completed, the homes will be connected.

The Taylor Water/Sewer Improvements and Street Improvements will award the construction contract in December 2016 and begin construction in January 2017. The project is anticipated to be complet in 120 days.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	2
Black or African American	1
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**3**
Hispanic	2
Not Hispanic	1

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Data is from the Habitat for Humanity projects that reflect the number of household members assisted in 2015.

Three families moved into the homes in 2015. Two families have 4 members and one family has 5 members.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		3,639,840	63,505

Table 3 – Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City of Georgetown, Census Tract 201.02, Block Groups 1 and 2			
City of Georgetown, Census Tract 201.02, Block Groups 1 and 2	13		
City of Granger, Census Tract 213, Block Group 2 and 3	4	22	
City of Granger, Census Tract 213, Block Group 2 and 3	22	22	
City of Granger, Census Tract 213, Block Group 2 and 3	27	22	
City of Jarrell	16	18	
City of Jarrell	18	18	
City of Jarrell	19	18	
City of Liberty Hill, Census Tract 203.01, Block Group 1 and 3			
City of Liberty Hill, Census Tract 203.01, Block Group 1 and 3	23		
City of Taylor, Census Tracts 210.00 and 211.00	12	28	
City of Taylor, Census Tracts 210.00 and 211.00	28	28	
Countywide	13	32	
Countywide	32	32	
Countywide	45	32	

Table 4 – Identify the geographic distribution and location of investments

Narrative

The City of Leander was allocated $180,000 for a sidewalk project. However, the City Council voted to not accept the funds for the project. This funding will be reallocated by Commissioners Court or during the next funding cycle.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Matching funds are not requird in the CDBG program. However, projects funded in FY15 utilized matching funds. This information is listed under each project funded in the Goals and Outcomes Section of this report.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	3	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**3**	**0**

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

While the chart indicates zero as the actual "number of homeless to be provided affordable housing units", this number does not accurately reflect those assisted. The funding allocated to the Williamson County Crisis Center in FY14 and FY15 is for rehab of the current shelter. While no progress has been made to date on the rehab of the building, the organization still assists those in need. In total, they assist approximately 400 people annually.

The number of households supported "Rehab of Existing Units" is also zero. The project represented in the this number is the Jarrell Wastewater Improvements project. The Jarrell project is underway. This is a portion of a larger wastewater project. Household connections will be made once the lines are complete.

Discuss how these outcomes will impact future annual action plans.

The County will continue to monitor projects to ensure timely expenditures of funds allocated. The nature of these projects creates the potential for delay. However, these are high priority projects needed throughout the County and once started, expend funds rapidly.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	**0**	**0**

Table 7 – Number of Persons Served

Narrative Information

There are none of these types of projects to report on at this time.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The County supports the efforts of the Balance of State Continuum of Care (CoC) to simplify and broaden outreach and assessment efforts for homeless persons in Williamson County. The Continuum works to create a better communication system for service providers to stay in contact with both schools and hospitals to avoid homeless persons (or those at risk of homelessness) from falling through the cracks of the system. As part of the annual point-in-time count, the CoC conducts outreach. Not only are homeless people counted, particularly unsheltered persons, but representatives from various agencies are available to answer questions and provide information about available resources.

The County continues to support local social service agencies, such as Capital Idea, San Gabriel Crisis Service Center, Bluebonnet Trails, MHMR and the Georgetown Project that provide a wide array of support services for homeless persons.

Addressing the emergency shelter and transitional housing needs of homeless persons

The County funded the Williamson County Crisis Center in FY14 and FY15. The organization provides emergency shelter, counseling and case management at its confidential, secure shelter location. Food, clothing, safety planning, case management, counseling, legal advocacy, hospital and court accompaniment, tutoring, and assistance with crime victim compensation and protective orders are available throughout the stay. Hope Alliance also offers assistance with securing longer-term housing, beyond the 30 day shelter stay.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

While Williamson County is not a direct recipient of Emergency Solution Grant funds, the County continues to partner with the Balance of State CoC to support efforts made to implement local coordinated discharge policies for individuals or families who are being discharged from a publicly funded institution.

Williamson County launched a community resources website that will allow people to search online for needed resources such as health care, mental health services, housing, food, and other community resources. The new Williamson County Community Resources website was designed to empower residents with information about resources in the Williamson County area so that they can connect with available services. Residents can go to www.wilco.org/communityresources and enter their zip code to search for services near their location. All searches are confidential.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Balance of State CoC works to ensure that homeless individuals make the transition to permanent housing and independent living, is prioritizing safe and stable housing and making affordable housing options more accessible to homeless individuals. Many homeless that struggle to transition into permanent housing and independent living suffer from mental illness and substance addiction. Recent trends through the Homeless Prevention and Rapid Re-housing program and Housing First model prioritize placing homeless individuals and families in permanent housing quickly, and then linking them to supportive services in the community. Williamson County continues to support local organizations, such as the Georgetown Community Service Center to assist homeless person with transitional and permanent housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Williamson County's public housing authorities continue to seek additional funding to address public housing needs and apply for additional housing choice vouchers when available. Lack of funding is a barrier in addressing public housing needs and has created lengthy waiting lists and long waiting periods to be housed. Housing authorities continue to provide housing assistance and social service needs to residents and maintain efforts to implement more programs if funding allows.

The Georgetown Public Housing Authority manages Shady Oaks Apartments and Stonehaven Apartments. The Shady Oaks Apartments are Section 8 and offer 60 duplex apartments to qualified residents. The Stonehaven Apartments are public housing and offer 158 housing units to qualified residents. The Georgetown Housing Authority also manages a Section 8 (Housing Choice Voucher) program.

The Taylor Housing Authority owns and manages the Mary Olson property and the Avery property. These properties are public housing facilities and offer 46 units and 70 units respectively. The Taylor Housing Authority also administers a Section 8 Housing Choice Voucher program that assists approximately 142 families. The Voucher program is a rental subsidy program where families choose where they want to live (based on certain stipulations) and the rental subsidy is paid to the landlord.

The Granger Housing Authority operates and manages 26 units available to qualified residents.

Williamson County works with the Georgetown Housing Authority to conduct required reviews and approvals in order for the Housing Authority to recieve federal funding. All Housing Authorities are invited to participate in the development of the annuall action plan and the 5-year consolidated plan. The Williamson County CDBG office assists, as requested, the housing authorities with funding options and any other needs.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Williamson County does not use CDBG funding directly to encourage public housing residents to become involved in management and to participate in homeownership activities. However, the County

encourages the local public housing authorities to continue its current programs and collaborate with other agencies that assist with homeownership. The local Housing Authorities have Resident Commissions on their boards in an effort to encourage participation.

Actions taken to provide assistance to troubled PHAs

Georgetown Housing Authority, Round Rock Housing Authority, Taylor Housing Authority, and Granger Housing Authority are all standard performers and not considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Barriers to affordable housing can encompass a wide array of aspects, to include but not limited to banking, finance, and insurance industry regulations, socio-economic situations, neighborhood conditions, and public policy legislation and fair housing enforcement. The County will continue to work with nonprofit agencies in the community to remove or ameliorate the negative effects (if any) of public policies that serve as barriers to affordable housing.

Additionally, the County will continue to increase partnerships with local units of government to ensure equitable zoning practices as they relate to fair housing and the development of affordable housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The major obstacle to meeting all of the identified needs is the lack of funding resources. Funding cuts in previous years and minimal funding increases does not account for the overall budgetary restrictions the County has seen in its CDBG program. Typically, applicant request amounts are much higher than the entitlement amount which further escalates the budgetary constraints in meeting the undeserved needs. However, the County continues to partner, when feasible, with other nonprofit organizations to leverage the County's CDBG allocation.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

To the greatest extent practicable, Williamson County works with local agencies to help eliminate the hazard of lead poisoning due to the presence of lead based paint. The County also disseminates information on lead based paint hazards to CDBG subrecipients who receive entitlement funds for housing activities where lead based paint may be an issue.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The County will continue to combat the number of poverty-level families by supporting incentives to attract, retain, and expand businesses, advocate for improved employment-affordable housing options and support organizations and programs that provide job training, education, and placement services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Williamson County continues to work with various local agencies to ensure that services offered through entitlement grant programs receive maximum amounts of exposure and benefit. These programs are carried out through oversight by the Williamson County Community Development Administrator in which work will be conducted through the issuance of sub-recipient agreements.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

While Williamson County has limited resources to address the priorities identified, the County continues to seek partnerships and establish cooperative working relationships to leverage its annual CDBG allocations. This typically comes in the form of matching city funds (which are not required).

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The current Analysis of Impediments identifies possible impediments to fair housing choice as:

- A lack of coordination of housing services in the County.
- Possible discrimination towards minority homebuyers and renters.
- Developers having little motivation to build affordable housing due to cost prohibitive barriers for construction.
- Preconceptions of minority borrowers regarding borrowing money.

The Community Development Administrator works with local agencies in an effort to better coordinate services available to County citizens. The County supports programs that have anti-discrimination policies in place. These organizations provide services such as affordable housing, assistance with transitional housing, provide financial assistance for utilities and rents, temporary housing, and down payment assistance.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Community Development Administrator uses monthly progress reports submitted by each project to identify any problems or potential problems. Contact with each project manager assists in ensuring that projects are progressing, following appropriate regulations and utilizing CDBG funds efficiently and effectively. The Community Development Administrator also conducts meetings and/or communicates via email and phone with project managers regarding specifics of projects.

The Community Development Administrator conducts desk monitorings of each project to ensure compliance and progression.

Meeting with representatives from the projects ensures that regulations are being followed. All projects receive a subrecipient binder that entails HUD guidance, County forms, labor forms and Davis Bacon information, and information on how to access funds. The binder has proven to provide valuable guidance to subrecipients and is a good reference tool for both the subrecipients and the Community Development Administrator.

The Community Development Administrator works closely with the Williamson County Auditors office in an effort to ensure appropriate and accurate financial documents are submitted for payment and that funds are spent in a timely manner. The Community Development Administrator and Grants Accountant work closely to improve procedures and to make certain that current procedures are efficient and adequate. All documents submitted with draw requests are thoroughly examined by the Community Development Administrator to ensure funding is being expended on eligible expenses and that funds are being utilized efficiently. Signatures by the CDBG office, County Judge and the Auditor's office are required and identified on all payment requests.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

All notices are published in local newspapers to inform citizens of public comment periods and public meetings. Public meetings are held in conjunction with each phase of the CDBG program to allow for citizen input.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes have been made to the Williamson County CDBG program.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	WILLIAMSON COUNTY
Organizational DUNS Number	076930049
EIN/TIN Number	746000978
Indentify the Field Office	SAN ANTONIO
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date	10/01/2015

Program Year End Date	09/30/2016

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
Is subrecipient a vistim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 8 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 9 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 10 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 11 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	
Children	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 12 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	
Female	
Transgender	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 13 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	
18-24	
25 and over	
Don't Know/Refused/Other	
Missing Information	
Total	

Table 14 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans				
Victims of Domestic Violence				
Elderly				
HIV/AIDS				
Chronically Homeless				
Persons with Disabilities:				
Severely Mentally Ill				
Chronic Substance Abuse				
Other Disability				
Total (unduplicated if possible)				

Table 15 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units – Rehabbed	
Number of New Units – Conversion	
Total Number of bed - nigths available	
Total Number of bed - nights provided	
Capacity Utilization	

Table 16 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Prevention under Emergency Shelter Grants Program			
Subtotal Homelessness Prevention			

Table 17 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Assistance under Emergency Shelter Grants Program			
Subtotal Rapid Re-Housing			

Table 18 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Essential Services			
Operations			
Renovation			
Major Rehab			
Conversion			
Subtotal			

Table 19 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Street Outreach			
HMIS			
Administration			

Table 20 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2013	2014	2015

Table 21 - Total ESG Funds Expended

11f. Match Source

	2013	2014	2015
Other Non-ESG HUD Funds			
Other Federal Funds			
State Government			
Local Government			
Private Funds			
Other			
Fees			
Program Income			
Total Match Amount			

Table 22 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2013	2014	2015

Table 23 - Total Amount of Funds Expended on ESG Activities

Attachment

FY15 Funded Project Information

Funding FY15 CDBG
Allocation $1,213,280
Reallocated from previous years $36,177.60

City of Taylor Street Rehabilitation Project
Progress: Construction contact will be awarded December 2016. Construction is expected to begin in January 2017 and be completed in approximately 120 days.
Project: 7920 square yards of street reconstruction on 4th Street from Sloan to Howard. 1100 linear feet of 8 inch wastewater main and 3180 linear feet of 8 inch water main, 10 manholes and 8 fire hydrants, trench safety and associated services, erosion controls, barricades, valves and fittings.
4356 square yards of street reconstruction on 4th Street from Vernon to Howard. 605 linear feet of 8 inch wastewater main and 1749 linear feet of 8 inch water main, 6 manholes, 4 fire hydrants, trench safety and associated services, erosion controls, barricades, valve fittings.
Funding FY14: 350,000
Funding FY15: $350,000
Funding from other Sources: $300,000
CDBG Funds Utilized to Date: $0
Annual Goals: Water/Sewer Improvements and Street Improvements
Target Areas: City of Taylor, Census Tracts 210.00 and 211.00
Percent Low-Mod: 70%
Percent Minority: 81.34% and 57.49%
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 6329 people

City of Jarrell Wastewater Improvements
Progress: The portion of the project along Double Creek Drive and Double Creek Spur is approaching completion. The portion of the project along CR305 was advertised October 2016 and had the bid opening on November 8, 2016. Construction expected to begin November-December 2016.
Project: Installation of approximately 1700 linear feet of 6 inch gravity wastewater pipe, four manholes, 23 wastewater service connections and all associated incidentals required for construction.
Installation of approximately 1250 linear feet of 8 inch gravity wastewater pipe, four manholes, 3 wastewater service connections and all associated incidentals required for construction.
Funding FY13: $285,700
Funding FY14: $237,850
Funding FY15: $226,537
Funding from other Sources: $32,000
CDBG Funds Utilized to Date: $514,927.02
Annual Goals: Water/Sewer Improvements
Target Areas: Census Tract 216 Block Groups 1, 2, 3
Percent Low-Mod: 50.9%
Percent Minority: 25.3%
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 3 income qualified homes and 1000 area basis

City of Leander Sidewalk Improvements
Progress: City Council of Leander voted to not accept the funding for this project.
Project: Construction of 2840 linear feet of 6 foot wide concrete sidewalk along the east side of Bagdad Road within the public right-of-way from Los Vista Drive to Eagles Way.
Funding FY15: $180,000
Annual Goals: Sidewalk Improvements
Target Areas: Census Tract 203.12, Block Groups 1 and 3
Priority Needs Addressed: Public Facilities/Improvements

Goal Outcome Indicator: 2505 People

City of Granger Drainage Improvements Project
Progress: Granger project funded in 2014 and 2015 will be advertised in November 2016. Construction is anticipated to begin in December 2016.
Project: Demolition of approximately 1200 square yards of roadway, three CMP drainage pipes and associated structures.
Installation of three 4x7 box culverts, asphalt roadway, 800 linear feet of curb and gutter, 800 linear feet of 3 foot sidewalk with handrails, concrete riprap, stone riprap, grass seeding and soil retention. The first phase of this project was funded in FY14 in the amount of $54,400
Funding FY14: $54,400
Funding FY15: $278,300
Funding from other Sources: $13,000
CDBG Funds Utilized to Date: $52,140.00
Annual Goals: Flood Drainage Improvements
Target Areas: City of Granger, Census Tract 213 Block Groups 2 and 3
Percent Low-Mod: 69.2%
Percent Minority: 39.51%
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 1299 People

Williamson County Crisis Center/Hope Alliance
Progress: On October 25, 2016, Hope Alliance held a meeting with Architect to go over site plans. At the meeting changes were recommended to the plan. Hope Alliance will provide the updated plan to City of Round Rock (lead agency). The architect anticipates planning and construction to take approximately one year.
Project: Rehab of emergency shelter. Project will be completed in conjunction with the City of Round Rock CDBG. Project will be used to complete rehab of the facility (potential activities include, but are not limited to, rehab of windows, flooring, insulation, countertops, cabinetry, closet doors and shelving).
Funding FY14: $20,000
Funding FY15: $20,000
Funding from other Sources: $121,275
CDBG Funds Utilized to Date: $0
Annual Goals: Emergency Shelters
Target Areas: Limited Clientele
Priority Needs Addressed: Decrease Homelessness
Goal Outcome Indicator: 400 People Served Annually

City of Georgetown Sidewalk Project
Progress: This project was funded in three consecutive years to include engineering and construction. Engineering portion of project is substantially complete. Correcting Texas Department of Licensing & Registration (TDLR) issues. The portion of the project to include the south side of 2nd Street from Austin Ave. to College Street. 1,500 feet of sidewalk, 178 feet of driveways, 160 feet of road approach, 15 curb ramps is complete. The portion of the project to include the north side of 3rd, East side of MLK, North side of Scenic from Blue Hold Rd to Austin Ave. 1,334 feet of sidewalk, 11 curb ramps, 115 of driveways, 118 feet of handrails is substantially complete. Full project expected to be complete in January 2017.
Project: 860 feet of sidewalk, 150 feet of driveway approach and 24 handicapped ramps on 2nd Street from Austin Avenue to College Street. Approximately 1825 feet of sidewalk, 200 feet of driveway approach and 26 handicapped ramps on Scenic Drive from Blue Hole Road to MLK Street, MLK Street from Scenic Drive to 3rd Street, and 3rd Street from MLK Street to Austin Avenue.
Approximately 1825 feet of sidewalk, 200 feet of driveway approach and 26 handicapped ramps on Scenic Drive from Blue Hole Road to MLK Street, MLK Street from Scenic Drive to 3rd Street, and 3rd Street from MLK Street to Austin Avenue.

Funding FY13: $38,000 (engineering)
Funding FY14: $160,000
Funding FY15: $87,120
Funding from other Sources: $7000
CDBG Funds Utilized to Date: $219,833.85
Annual Goals: Sidewalks
Target Areas: City of Georgetown, Census Tract 214.02 Block Group 2 and Census Tract 213 Block Groups 2 and 4
Percent Low-Mod: 49.1%
Percent Minority: 51.54%
Priority Needs Addressed: Public Facilities/Improvements
Goal Outcome Indicator: 1574 People

Program Administration
Funding FY15: $107,500.60
Funds Utilized to Date: $97,163.28

Attachment

Previously Funded Project Information

Previously Funded Projects:

Habitat for Humanity of Williamson County
FY09 $150,000 (Activity 35)
FY12 $140,000 (Activity 55)
FY13 $140,000 (Activity 61)
FY14 $100,000 (Activity identified as properites are purchased)
Accomplishments: Eleven properties have been purchased to date. Additional properties are being identified. To date seven familes have moved in. However, one property was lost to foreclosure.
CDBG Funds Utilized to Date: $420,592.47
Percent Low-Mod: 100%
Percent Minority: 100%

City of Georgetown Sidewalk Project FY12
Activity 56
FY12 $78,900
Accomplishments: Environmental is complete. Project is 65% complete. Substantial completion is expected December 2016 with project closeout in February 2017.
CDBG funds utilized: $26,560.31
Census Tract 214.02 Block Groups 3 and 4
Percent Low-Mod: 81.2%
Percent Minoirty: 51.24

City of Liberty Hill Downtown Sidewalk Improvements
Activity 66
FY13 $29,000
FY14 $287,000
Accomplishment: Engineering, surveying and environmental for project is complete. Phase 1 of project is nearing completion. Additional phases will go through funding and eligibility process in future funding cycles. Phase 1 includes 9635 linear feet of 5 foot sidewalk, 2490 linear feet of silt fence and 16 sidewalk ramps. Project will completely or partially cover the following streets, Forrest Street, RR 1869, E Myrtle Lane, Hickman Street, Church Hill Lane, Loop 332 / Main Street, Young Street, Grove Street, Church Street, and CR 279.
CDBG funds utilized: $$311,456
Census Tract 203.01 Block Group 1 and 3
Percent Low Mod: 51%
Percent Minority: 15.25%

2015 CAPER Reports

GRANTEE: Williamson County PY 2015

LOCCS RECONCILIATION

Unexpended balance of CDBG funds *(Line 16 of the IDIS Financial Summary)*	$ 1,739,157.95	
LOCCS Balance (as of the end of the program year)	$ 1,774,965.06	
Unexpended CDBG program income and /or Unexpended CDBG grant funds:		
a) Grantee Program Account		
b) Sub recipients Program Account	$ -	
c) Revolving Fund Cash Balances	$ -	
d) Section 108 Cash Balances	$ -	
Total *CASH ON-HAND*	$ -	
Grantee Program Liabilities *(include any reimbursements due from program funds)*	$ 35,807.11	Prior Year Flags.
Sub recipient Program Liabilities *(include any reimbursement due from program funds)*	$ -	
Total *LIABILITIES*	$ 35,807.11	
RECONCILING BALANCE *(LOCCS Balance Plus Cash on Hand Total **minus** Liabilities Total)*	$ 1,739,157.95	
Total Unexpended Balance of CDBG Funds minus Reconciling Balance = Unreconciled Difference *	$ -	

Note:

** Provide an explanation for an unreconciled difference.*

***Use the IDIS PR09 to check for Program Income/Revolving Loan Fund Balances when Cash On-Hand is a positive figure.*

***Use the IDIS PR07 to check for draws marked "prior year" for the 1st 90 days after the program year ends.*

PART I: SUMMARY OF CDBG RESOURCES	
01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,534,112.48
02 ENTITLEMENT GRANT	1,213,280.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	27,500.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	2,774,892.48
PART II: SUMMARY OF CDBG EXPENDITURES	
09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	937,832.06
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	937,832.06
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	97,902.47
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,035,734.53
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	1,739,157.95
PART III: LOWMOD BENEFIT THIS REPORTING PERIOD	
17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	937,832.06
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	937,832.06
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%
LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS	
23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%
PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS	
27 DISBURSED IN IDIS FOR PUBLIC SERVICES	0.00
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	0.00
32 ENTITLEMENT GRANT	1,213,280.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,213,280.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	0.00%
PART V: PLANNING AND ADMINISTRATION (PA) CAP	
37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	97,902.47
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	23,675.76
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	14,077.63
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	107,500.60
42 ENTITLEMENT GRANT	1,213,280.00
43 CURRENT YEAR PROGRAM INCOME	27,500.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,240,780.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	8.66%

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2013	3	61	5924058	Habitat for Humanity Land Acquisition	01	LMH	$57,634.54
					01	**Matrix Code**	**$57,634.54**
2014	5	70	5885734	Granger Drainage Improvements	03I	LMA	$12,750.00
2014	5	70	5903950	Granger Drainage Improvements	03I	LMA	$2,790.00
2014	5	70	5933609	Granger Drainage Improvements	03I	LMA	$1,275.00
2014	5	70	5943357	Granger Drainage Improvements	03I	LMA	$3,520.00
2014	5	70	5948643	Granger Drainage Improvements	03I	LMA	$5,280.00
2014	5	70	5960501	Granger Drainage Improvements	03I	LMA	$8,800.00
2014	5	70	5978474	Granger Drainage Improvements	03I	LMA	$8,800.00
					03I	**Matrix Code**	**$43,215.00**
2013	4	62	5883384	Jarrell Sewer Project Double Creek	03J	LMA	$15,122.05
2013	4	62	5885734	Jarrell Sewer Project Double Creek	03J	LMA	$400.00
2013	4	62	5894856	Jarrell Sewer Project Double Creek	03J	LMA	$300.00
2013	4	62	5933609	Jarrell Sewer Project Double Creek	03J	LMA	$8,929.91
2013	4	62	5943357	Jarrell Sewer Project Double Creek	03J	LMA	$51,885.61
2013	4	62	5948643	Jarrell Sewer Project Double Creek	03J	LMA	$126,605.10
2013	4	62	5960501	Jarrell Sewer Project Double Creek	03J	LMA	$9,750.00
2013	4	62	5978474	Jarrell Sewer Project Double Creek	03J	LMA	$5,850.00
					03J	**Matrix Code**	**$218,842.67**
2013	6	64	5914522	Liberty Hill Street Paving	03K	LMA	$117,000.00
					03K	**Matrix Code**	**$117,000.00**
2013	7	65	5885734	Georgetown MLK/3rd and 2nd Sidewalks	03L	LMA	$14,340.00
2013	7	65	5903950	Georgetown MLK/3rd and 2nd Sidewalks	03L	LMA	$68,310.00
2013	7	65	5914522	Georgetown MLK/3rd and 2nd Sidewalks	03L	LMA	$1,995.00
2013	7	65	5924058	Georgetown MLK/3rd and 2nd Sidewalks	03L	LMA	$42,060.00
2013	7	65	5933609	Georgetown MLK/3rd and 2nd Sidewalks	03L	LMA	$4,000.00
2013	7	65	5948643	Georgetown MLK/3rd and 2nd Sidewalks	03L	LMA	$64,841.95
2013	7	65	5960501	Georgetown MLK/3rd and 2nd Sidewalks	03L	LMA	$483.95
2013	7	65	5978474	Georgetown MLK/3rd and 2nd Sidewalks	03L	LMA	$20,852.95
2013	8	66	5933609	Liberty Hill Sidewalk Project	03L	LMA	$277,290.12
2013	8	66	5948643	Liberty Hill Sidewalk Project	03L	LMA	$6,965.88
					03L	**Matrix Code**	**$501,139.85**
Total							**$937,832.06**

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Report returned no data.

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2014	21	67	5873658	Program Administration	21A		$5,079.13
2014	21	67	5883384	Program Administration	21A		$7,856.83
2014	21	67	5885734	Program Administration	21A		$1,141.67
2015	2	72	5885734	Program Administration	21A		$8,414.56
2015	2	72	5894856	Program Administration	21A		$11,251.98

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2015	2	72	5903950	Program Administration	21A		$10,359.95
2015	2	72	5914522	Program Administration	21A		$7,953.30
2015	2	72	5924058	Program Administration	21A		$11,350.36
2015	2	72	5933609	Program Administration	21A		$7,873.61
2015	2	72	5943357	Program Administration	21A		$7,757.20
2015	2	72	5948643	Program Administration	21A		$10,631.06
2015	2	72	5960501	Program Administration	21A		$7,928.66
2015	2	72	5978474	Program Administration	21A		$304.16
					21A	**Matrix Code**	**$97,902.47**
Total							**$97,902.47**

PGM Year: 2009
Project: 0006 - Habitat for Humanity Land Acquisition
IDIS Activity: 35 - Habitat for Humanity Land Acquisition

Status: Open
Location: 2108 N Austin Ave Georgetown, TX 78626-4511

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Acquisition of Real Property (01)
National Objective: LMH

Initial Funding Date: 12/27/2010

Description:

Land acquisition of property throughout Williamson County for the purpose of developing affordable housing.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$150,000.00	$0.00	$0.00
		2010	B10UC480502		$0.00	$94,579.50
		2011	B11UC480502		$0.00	$55,420.50
Total	**Total**			**$150,000.00**	**$0.00**	**$150,000.00**

Proposed Accomplishments

Housing Units : 10

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	2	1	0	0	2	1	0	0
Black/African American:	3	0	0	0	3	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**5**	**1**	**0**	**0**	**5**	**1**	**0**	**0**

Female-headed Households:	3	0	3

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	5	0	5	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	5	0	5	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2009	Agreement is being developed and approved by HUD.	
2010	Agreement to be approved in December 2011. Land acquisition to begin first quarter 2012.	
2011	Three properties have been purchased for the purpose of affordable housing. Additional properties throughout the County are being identified for purchase.	
2012	Four properties have been purchased for the purpose of affordable housing. Additional properties throughout the County are being identified for purchase. One family has moved into a home and one additional house is under construction. 1405 Hart Street Georgetown TX (Family of 5 occupy the home)	
2013	1608 S. Walnut Georgetown TX (Family of 2 occupy home) 1006 Moon Glow Leander TX (Family of 6 occupy home)	
2014	207 3rd Street Jarrell TX (Family of 2 occupy home) Three additional lots have been purchased utilizing 2009 funding. One home is currently under construction. The additional homes are expected to begin in Fall 2016 and Spring 2017.	

Years	Accomplishment Narrative	# Benefitting
2015	1008 Moon Glow Leander TX (family of 4 moved in January 2016) 1013 Moon Glow Leander TX Construction has begun with an expected completion in December 2016 1010 Moon Glow Leander TX Construction to begin in November 2016 and expected to be complete in March 2017	

PGM Year: 2012
Project: 0003 - Habitat for Humanity Land Acquisition
IDIS Activity: 55 - Habitat for Humanity Land Acquisition

Status: Open
Location: 2108 N Austin Ave Georgetown, TX 78626-4511

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Acquisition of Real Property (01)
National Objective: LMH

Initial Funding Date: 11/05/2013

Description:

Land acquisition of property throughout Williamson County for the purpose of developing affordable housing.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$140,000.00	$0.00	$0.00
		2011	B11UC480502		$0.00	$9,521.50
		2012	B12UC480502		$0.00	$130,478.50
Total	**Total**			**$140,000.00**	**$0.00**	**$140,000.00**

Proposed Accomplishments

Housing Units : 4

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	1	1	0	0	1	1	0	0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	1	0	1	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	1	0	1	0
Percent Low/Mod	100.0%		100.0%	

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	Two lots have been purchased for the purpose of building affordable housing.	
2014	Properties located on E. Valley Street were purchased for the total cost of $203,436.43. Six lots were originally purchased. Two will be used as platted when purchased (202 and 204). The remaining 4 will be replatted into 5 resulting in a total of 7 lots for HFHWC use. Funding used was: Act. 55 $130,478.50 and Act. 61 $72,957.93.	
2015	202 Valley Street Georgetown TX (family of 204 E Valley Street Georgetown (family of 4 moved in November 2016) Construction on 208 E. Valley Street Georgetown TX is expected to begin February 2017 and 206 E. Valley construction is expected to begin January 2018.	

PGM Year: 2012
Project: 0004 - Georgetown Sidewalk FY12
IDIS Activity: 56 - Georgetown Sidewalk Project FY12

Status: Open
Location: 113 E 8th St Georgetown, TX 78626-5801

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Sidewalks (03L)
National Objective: LMA

Initial Funding Date: 12/03/2013

Description:

Construction of approximately 870 square yards of sidewalk, 185 square yards of driveway approaches and 15 handicapped ramps along the south side of W. University Avenue between IH35 and Austin Avenue in Georgetown, TX.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$78,900.00	$0.00	$0.00
		2012	B12UC480502		$0.00	$3,066.02
		2013	B13UC480502		$0.00	$6,030.44
		2014	B14UC480502		$0.00	$0.00
Total	**Total**			**$78,900.00**	**$0.00**	**$9,096.46**

Proposed Accomplishments

People (General) : 1,509
Total Population in Service Area: 1,509
Census Tract Percent Low / Mod: 81.20

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2012	Environmental is complete. Release of funds is expected in December 2013.	
2013	Environmental is complete. Engineering is 75% complete. Issue of bid is expected in January 2015 with an award and notice to proceed in March 2015. Project is expected to be completed in July 2015.	
2014	Environmental is complete. Engineering and planning are underway. City is working with additional agencies in order to meet water run-off requirements.	

PGM Year: 2013
Project: 0001 - Program Administration
IDIS Activity: 59 - Program Administration

Status: Completed 10/19/2015 12:00:00 AM
Location:

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 02/05/2014

Description:
Program Administration

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$207,505.00	$0.00	$0.00
		2012	B12UC480502		$0.00	$151,209.11
		2013	B13UC480502		$0.00	$56,295.89
Total	**Total**			**$207,505.00**	**$0.00**	**$207,505.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2013
Project: 0003 - Habitat for Humanity Land Acquisition
IDIS Activity: 61 - Habitat for Humanity Land Acquisition

Status: Open
Location: 2108 N Austin Ave Georgetown, TX 78626-4511

Objective: Provide decent affordable housing
Outcome: Affordability
Matrix Code: Acquisition of Real Property (01)
National Objective: LMH

Initial Funding Date: 07/10/2014

Description:

Land acquisition of property throughout Williamson County for the purpose of developing affordable housing.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$140,000.00	$0.00	$0.00
		2012	B12UC480502		$0.00	$72,957.93
		2013	B13UC480502		$57,634.54	$57,634.54
Total	**Total**			**$140,000.00**	**$57,634.54**	**$130,592.47**

Proposed Accomplishments

Housing Units : 3

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0
Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Female-headed Households:	0	0	0

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	One lot has been purchased for the purpose of building affordable housing.	
2014	Properties located on E. Valley Street were purchased for the total cost of $203,436.43. Six lots were originally purchased. Two will be used as platted when purchased (202 and 204). The remaining 4 will be replatted into 5 resulting in a total of 7 lots for HFHWC use. Funding used was: Act. 55 $130,478.50 and Act. 61 $72,957.93.	
2015	Construction on home located on 609 Twin Oaks Trail Cedar Park is expected to begin September 2017 and be completed January 2018.	

PGM Year: 2013
Project: 0004 - Jarrell Sewer FY13
IDIS Activity: 62 - Jarrell Sewer Project Double Creek

Status: Open
Location: 1633 County Road 305 Jarrell, TX 76537-1163

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Initial Funding Date: 07/10/2014

Description:

Installation of a packaged lift station and approximately 4,000 linear feet of 2-inch force main pipe.
The project will also include approximately 200 linear feet of 6-inch gravity wastewater pipe, two (2) manholes, two (2) wastewater services to existing homes, and all associated incidentals required for construction.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$523,550.00	$0.00	$0.00
		2012	B12UC480502		$0.00	$28,500.00
		2013	B13UC480502		$15,822.05	$283,406.40
		2014	B14UC480502		$181,270.62	$181,270.62
		2015	B15UC480502	$226,537.00	$21,750.00	$21,750.00
Total	**Total**			**$750,087.00**	**$218,842.67**	**$514,927.02**

Proposed Accomplishments

People (General) : 1,921
Total Population in Service Area: 1,973
Census Tract Percent Low / Mod: 47.70

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	Project surveying is complete. Engineering is in progress. Environmental clearance is underway and release of funds is expected in November-December 2014. Anticipated project advertisement to occur December, 2014.	
2014	Survey, engineering and planning and environmental review of project is complete. Project is underway. This is a multi-year funded project.	

PGM Year: 2013
Project: 0006 - Liberty Hill Street Paving
IDIS Activity: 64 - Liberty Hill Street Paving

Status: Completed 10/3/2015 12:00:00 AM
Location: 1120 Loop 332 Liberty Hill, TX 78642

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Street Improvements (03K)
National Objective: LMA

Initial Funding Date: 11/14/2014

Description:

Subrecipient will repave of 8,100 square yards of city streets with 2" hot-mix overlay.
The project will take place on Bryson Bend, Synders Trail, Matthew Circle, Russell Street, Purser Street in Liberty Hill, TX.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$131,000.00	$0.00	$0.00
		2013	B13UC480502		$117,000.00	$131,000.00
Total	**Total**			**$131,000.00**	**$117,000.00**	**$131,000.00**

Proposed Accomplishments

People (General) : 1,032
Total Population in Service Area: 997
Census Tract Percent Low / Mod: 51.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	This project is currently out to bid; sealed bids were due Tuesday, October 21st. Construction is anticipated to begin and finish in November 2014.	
2014	This project is complete. Repaving of 8,100 square yards of city streets with 2" hot-mix overlay. The project is located on Bryson Bend, Synders Trail, Matthew Circle, Russell Street, Purser Street in Liberty Hill.	

PGM Year: 2013

Project: 0007 - Georgetown MLK/3rd and 2nd Sidewalks

IDIS Activity: 65 - Georgetown MLK/3rd and 2nd Sidewalks

Status: Open
Location: PO Box 409 Georgetown, TX 78627-0409

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMA

Initial Funding Date: 11/21/2014

Description:

Engineering and surveying for the installation of sidewalks in various locations in Georgetown, TX.
Construction plans and contract documents will be developed for the installation of approximately 860 feet of sidewalk, 150 feet of driveway approach, and 24 handicapped ramps along the north side of Scenic from Blue Hole Park Road to MLK Street, the west side of MLK Street, from Blue Hole Road to W.
3rd Street and the south side of 3rd Street from MLK Street to Austin Ave.
Installation of approximately 1825 feet of sidewalk, 200 feet of driveway approach and 26 handicapped ramps along the north side of 2nd Street, from Austin Avenue to College Street.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$198,000.00	$0.00	$0.00
		2013	B13UC480502		$86,573.26	$89,523.26
		2014	B14UC480502		$47,792.64	$47,792.64
		2015	B15UC480502	$87,120.00	$82,517.95	$82,517.95
Total	**Total**			**$285,120.00**	**$216,883.85**	**$219,833.85**

Proposed Accomplishments

People (General) : 1,574
Total Population in Service Area: 2,015
Census Tract Percent Low / Mod: 49.10

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	Engineering task order is expected to be issued December 2014. Completed egnineering documents are expected in March 2015. Funding for this portion of the project is for engineering only.	
2014	Engineering, planning and environmental for project is complete. The city is relocating utilities and conducting street work prior to the sidewalks portion of the project. Sidewalk portion expected to be completed in spring 2016.	
2015	This project was funded in three consecutive years to include engineering and construction. Engineering portion of project is substantially complete. Correcting Texas Department of Licensing & Registration (TDLR) issues. The portion of the project to include the south side of 2nd Street from Austin Ave. to College Street. 1,500 feet of sidewalk, 178 feet of driveways, 160 feet of road approach, 15 curb ramps is complete. The portion of the project to include the north side of 3rd, East side of MLK, North side of Scenic from Blue Hold Rd to Austin Ave. 1,334 feet of sidewalk, 11 curb ramps, 115 of driveways, 118 feet of handrails is substantially complete. Full project expected to be complete in January 2017.	

PGM Year: 2013
Project: 0008 - Liberty Hill Sidewalk Project
IDIS Activity: 66 - Liberty Hill Sidewalk Project

Status: Open
Location: PO Box 1920 Liberty Hill, TX 78642-1920

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Sidewalks (03L)
National Objective: LMA

Initial Funding Date: 11/21/2014

Description:

Engineering and surveying for the installation of sidewalks in various locations of downtown Liberty Hill.
Construction plans and contract documents will be developed for the installation of approximately 9,635 linear feet of sidewalk, 16 sidewalk ramps, and associated temporary erosion control measures.
The project will encompass various city streets in downtown Liberty Hill near the area of Loop 332 and CR 279.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$316,000.00	$0.00	$0.00
		2013	B13UC480502		$0.00	$27,200.00
		2014	B14UC480502		$284,256.00	$284,256.00
Total	**Total**			**$316,000.00**	**$284,256.00**	**$311,456.00**

Proposed Accomplishments

People (General) : 997
Total Population in Service Area: 997
Census Tract Percent Low / Mod: 51.00

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2013	Meetings have been held with City staff and a refined location map is being developed based on available right-of-way, actual pedestrian needs, and related future City projects. Surveying will begin this November 2014 with detailed engineering following.	
2014	Engineering, surveying and environmental for project is complete. Project is underway.	
2015	Project completion is expected December 2016. Final punchlist is underway.	

PGM Year: 2014
Project: 0021 - Program Administration
IDIS Activity: 67 - Program Administration

Status: Completed 1/13/2016 12:00:00 AM
Location:

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 02/13/2015

Description:

Program Administration

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$22,715.00	$0.00	$0.00
		2013	B13UC480502		$14,077.63	$22,715.00
Total	**Total**			**$22,715.00**	**$14,077.63**	**$22,715.00**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person
Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

PGM Year: 2014
Project: 0001 - City of Taylor Street Rehabilitation Project
IDIS Activity: 68 - Taylor Street Rehab Project

Status: Open
Location: 400 Porter St Taylor, TX 76574-3600

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Water/Sewer Improvements (03J)
National Objective: LMA

Initial Funding Date: 06/09/2015

Description:

7920 square yards of street reconstruction on 4th street from Sloan to Howard 1100 linear feet of 8 inch wastewater main and 3180 linear feet of 8 inch water main, 10 manholes and 8 fire hydrants, trench safety and associated services, erosion controls, barricades, valves and fittings.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$350,000.00	$0.00	$0.00
Total	**Total**			**$350,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 6,329
Total Population in Service Area: 5,725
Census Tract Percent Low / Mod: 73.19

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	This project is a multi-year funded projected. Engineering, planning and environmental reviews are being conducted.	

PGM Year: 2014

Project: 0005 - City of Granger Drainage Improvements Project

IDIS Activity: 70 - Granger Drainage Improvements

Status: Open
Location: PO Box 367 Granger, TX 76530-0367

Objective: Create suitable living environments
Outcome: Sustainability
Matrix Code: Flood Drainage Improvements (03I)
National Objective: LMA

Initial Funding Date: 08/19/2015

Description:

Demolition of approximately 1200 square yards of roadway, three CMP drainage pipes and associated structures. Construction of a new creek crossing to provide access to the Granger ISD campus.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$54,400.00	$0.00	$0.00
		2013	B13UC480502		$15,540.00	$24,465.00
		2014	B14UC480502		$22,395.00	$22,395.00
		2015	B15UC480502	$278,300.00	$5,280.00	$5,280.00
Total	**Total**			**$332,700.00**	**$43,215.00**	**$52,140.00**

Proposed Accomplishments

Public Facilities : 1,299
Total Population in Service Area: 1,495
Census Tract Percent Low / Mod: 49.83

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	Engineering, planning and environmental review are underway. This is a multi-year project. The project has been awarded FY15 funding to complete the project.	

PGM Year: 2014

Project: 0007 - Williamson County Crisis Center/Hope Alliance

IDIS Activity: 71 - Williamson County Crisis Center/Hope Alliance

Status: Open
Location: Address Suppressed

Objective: Create suitable living environments
Outcome: Availability/accessibility
Matrix Code: Battered and Abused Spouses (05G)
National Objective: LMC

Initial Funding Date: 08/19/2015

Description:

Rehab of emergency shelter.
Project will be completed in conjunction with the City of Round Rock CDBG.
Project consists of replacing 5,500 square feet of flooring; replacing 27 windows and one sliding glass door; rehab kitchen, replacing countertops, cabinetry, appliances and vent hood; install attic insulation; replace closet doors and shelving in bedrooms, pantry and play areas.
Williamson County funding will be utilized for materials and attic insulation.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	Pre-2015		$20,000.00	$0.00	$0.00
		2015	B15UC480502	$20,000.00	$0.00	$0.00
Total	**Total**			**$40,000.00**	**$0.00**	**$0.00**

Proposed Accomplishments

People (General) : 400

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:	0	0	0	0	0	0		0
Black/African American:	0	0	0	0	0	0	0	0
Asian:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native:	0	0	0	0	0	0	0	0
Native Hawaiian/Other Pacific Islander:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & White:	0	0	0	0	0	0	0	0
Asian White:	0	0	0	0	0	0	0	0
Black/African American & White:	0	0	0	0	0	0	0	0
American Indian/Alaskan Native & Black/African American:	0	0	0	0	0	0	0	0
Other multi-racial:	0	0	0	0	0	0	0	0
Asian/Pacific Islander:	0	0	0	0	0	0	0	0

Hispanic:	0	0	0	0	0	0	0	0
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:	0		0		0			

Income Category:

	Owner	Renter	Total	Person
Extremely Low	0	0	0	0
Low Mod	0	0	0	0
Moderate	0	0	0	0
Non Low Moderate	0	0	0	0
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

Years	Accomplishment Narrative	# Benefitting
2014	The project is in the planning stages. Funding will be combined with FY15 funding in order to complete project. Crisis Center still operates as the funding is for rehab of the shelter.	
2015	On October 25, 2016, Hope Alliance held a meeting with Architect to go over site plans. At the meeting changes were recommended to the plan. Hope Alliance will provide the updated plan to City of Round Rock (lead agency). The architect anticipates planning and construction to take approximately one year.	

PGM Year: 2015
Project: 0002 - Program Administration
IDIS Activity: 72 - Program Administration

Status: Open
Location:

Objective:
Outcome:
Matrix Code: General Program Administration (21A)
National Objective:

Initial Funding Date: 01/13/2016

Description:

Williamson County CDBG Program Administration.

Financing

	Fund Type	Grant Year	Grant	Funded Amount	Drawn In Program Year	Drawn Thru Program Year
CDBG	EN	2015	B15UC480502	$107,500.60	$83,824.84	$83,824.84
Total	**Total**			**$107,500.60**	**$83,824.84**	**$83,824.84**

Proposed Accomplishments

Actual Accomplishments

Number assisted:	Owner		Renter		Total		Person	
	Total	Hispanic	Total	Hispanic	Total	Hispanic	Total	Hispanic
White:					0	0		
Black/African American:					0	0		
Asian:					0	0		
American Indian/Alaskan Native:					0	0		
Native Hawaiian/Other Pacific Islander:					0	0		
American Indian/Alaskan Native & White:					0	0		
Asian White:					0	0		
Black/African American & White:					0	0		
American Indian/Alaskan Native & Black/African American:					0	0		
Other multi-racial:					0	0		
Asian/Pacific Islander:					0	0		
Hispanic:					0	0		
Total:	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Female-headed Households:					0			

Income Category:	Owner	Renter	Total	Person

Extremely Low			0	
Low Mod			0	
Moderate			0	
Non Low Moderate			0	
Total	0	0	0	0
Percent Low/Mod				

Annual Accomplishments

No data returned for this view. This might be because the applied filter excludes all data.

Total Funded Amount:	**$3,051,527.60**
Total Drawn Thru Program Year:	**$1,973,090.64**
Total Drawn In Program Year:	**$1,035,734.53**

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Integrated Disbursement and Information System
Program Income Details by Fiscal Year and Program
WILLIAMSON COUNTY,TX

Report for Program:CDBG
*Data Only Provided for Time Period Queried:01-01-1900 to 11-18-2016

Program Year	Program	Associated Grant Number	Fund Type	Estimated Income for Year	Transaction	Voucher #	Voucher Created	Voucher Type	IDIS Proj. ID	IDIS Actv. ID	Matrix Code	Receipted/Drawn Amount
2015	CDBG	B15UC480502	PI	0.00								
					RECEIPTS							
						5180779001	12-03-15		6	35	01	27,500.00
					DRAWS							
						5873655003	12-03-15	PY	2	60	03J	27,500.00
											PI Receipts	27,500.00
											PI Draws	27,500.00
											PI Balance	0.00
2015	**CDBG**										**Total CDBG Receipts*:**	**27,500.00**
											Total CDBG Draws against Receipts*:	**27,500.00**
											Total CDBG Receipt Fund Balance*:	**0.00**

WILLIAMSON COUNTY

Count of CDBG Activities with Disbursements by Activity Group & Matrix Code

Activity Group	Activity Category	Open Count	Open Activities Disbursed	Completed Count	Completed Activities Disbursed	Program Year Count	Total Activities Disbursed
Acquisition	Acquisition of Real Property (01)	3	$57,634.54	0	$0.00	3	$57,634.54
	Total Acquisition	**3**	**$57,634.54**	**0**	**$0.00**	**3**	**$57,634.54**
Public Facilities and Improvements	Flood Drainage Improvements (03I)	1	$43,215.00	0	$0.00	1	$43,215.00
	Water/Sewer Improvements (03J)	2	$218,842.67	0	$0.00	2	$218,842.67
	Street Improvements (03K)	0	$0.00	1	$117,000.00	1	$117,000.00
	Sidewalks (03L)	3	$501,139.85	0	$0.00	3	$501,139.85
	Total Public Facilities and Improvements	**6**	**$763,197.52**	**1**	**$117,000.00**	**7**	**$880,197.52**
Public Services	Battered and Abused Spouses (05G)	1	$0.00	0	$0.00	1	$0.00
	Total Public Services	**1**	**$0.00**	**0**	**$0.00**	**1**	**$0.00**
General Administration and Planning	General Program Administration (21A)	1	$83,824.84	2	$14,077.63	3	$97,902.47
	Total General Administration and Planning	**1**	**$83,824.84**	**2**	**$14,077.63**	**3**	**$97,902.47**
Grand Total		**11**	**$904,656.90**	**3**	**$131,077.63**	**14**	**$1,035,734.53**

WILLIAMSON COUNTY

CDBG Sum of Actual Accomplishments by Activity Group and Accomplishment Type

Activity Group	Matrix Code	Accomplishment Type	Open Count	Completed Count	Program Year Totals
Acquisition	Acquisition of Real Property (01)	Housing Units	6	0	6
	Total Acquisition		**6**	**0**	**6**
Public Facilities and Improvements	Flood Drainage Improvements (03I)	Public Facilities	1,495	0	1,495
	Water/Sewer Improvements (03J)	Persons	9,671	0	9,671
	Street Improvements (03K)	Persons	0	1,994	1,994
	Sidewalks (03L)	Persons	13,563	0	13,563
	Total Public Facilities and Improvements		**24,729**	**1,994**	**26,723**
Public Services	Battered and Abused Spouses (05G)	Persons	0	0	0
	Total Public Services		**0**	**0**	**0**
Grand Total			**24,735**	**1,994**	**26,729**

WILLIAMSON COUNTY

CDBG Beneficiaries by Racial / Ethnic Category

Housing-Non Housing	Race	Total Persons	Total Hispanic Persons	Total Households	Total Hispanic Households
Non Housing	White	0	0	3	2
	Black/African American	0	0	3	0
	Total Non Housing	**0**	**0**	**6**	**2**
Grand Total	White	0	0	3	2
	Black/African American	0	0	3	0
	Total Grand Total	**0**	**0**	**6**	**2**

WILLIAMSON COUNTY

CDBG Beneficiaries by Income Category

	Income Levels	Owner Occupied	Renter Occupied	Persons
Non Housing	Extremely Low (<=30%)	0	0	0
	Low (>30% and <=50%)	2	0	0
	Mod (>50% and <=80%)	0	0	0
	Total Low-Mod	2	0	0
	Non Low-Mod (>80%)	0	0	0
	Total Beneficiaries	2	0	0

2015 CAPER Publications

Williamson County [RE]
710 Main Street
Georgetown, TX 78626
512-943-3757

NOTICE OF PUBLIC POSTING AND PUBLIC HEARING FOR
WILLIAMSON COUNTY/HUD CDBG GRANT
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Williamson County was awarded a Community Development Block Grant (CDBG) FY15 (October 2015-September 2016) funding allocation of $1,213,280 to successfully support community development and affordable housing efforts for low and moderate income areas throughout the County. On November 29, 2016 Williamson County Commissioner's Court will review and will consider approving the 2015 Consolidated Annual Performance Evaluation Report (CAPER). Upon approval by Commissioners Court, the document will be made available for public comment.

A public hearing will be held by the Williamson County CDBG office on Tuesday, December 13, 2016 at 5:00pm at the Williamson County Courthouse located at 710 Main Street, Georgetown, TX 78626. The purpose of the hearing is to receive public comments concerning the 2014 CAPER. Please use the 8th Street (south) entrance to the Courthouse.

In accordance with HUD regulations, the County encourages public participation to review and comment on the CAPER. Direct written comments by December 20, 2016 to the following address:
Honorable Dan Gattis, County Judge
710 Main Street
Georgetown, TX 78626
The report will be available for review from December 5, 2016 – December 20, 2016 at the following locations:
Williamson County Courthouse and Website at www.wilco.org
Georgetown Housing Authority
Jarrell City Hall
Granger City Hall
Granger Housing Authority
Thrall City Hall
Taylor City Hall
Taylor Housing Authority
Cedar Park City Hall
Georgetown City Hall
Leander City Hall
Liberty Hill City Hall
Weir City Hall
Comments received on or before the December 20, 2016 deadline will be considered for inclusion in the final report.

Williamson County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-943-3757 (voice) or Relay Texas at 1-800-735-2989 (TDD) for assistance.

Dan Gattis, County Judge

Condado de Williamson [RE]
710 Main Street
Georgetown , TX 78626
512-943-3757

AVISO DE LA FIJACIÓN PÚBLICA Y AUDIENCIA PÚBLICA PARA
WILLIAMSON COUNTY / HUD CDBG GRANT
RENDIMIENTO ANUAL CONSOLIDADO Y INFORME DE EVALUACIÓN
(CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT-
CAPER)

El Condado de Williamson recibió una Subvención del Bloque para el Desarrollo Comunitario (Community Development Block Grant (CDBG), FY15 (octubre 2015 a septiembre 2016) la asignación de fondos de 1,213,280 dólares para sostener exitosamente el desarrollo de la comunidad y esfuerzos de vivienda razonable para áreas bajas y de ingresos moderados a través del Condado. El 29 de noviembre de 2016, la Corte de Comisionados del Condado de Williamson revisaron el 2015 Rendimiento Anual Consolidado y Informe de Evaluación (Consolidated Annual Performance and Evaluation Report) (CAPER). Una vez aprobado por la Corte de Comisionados, el documento estará disponible para comentarios del público.

Una audiencia pública se llevará a cabo por la oficina de CDBG del Condado de Williamson el Martes, 13 de diciembre 2016 a las 5:00 pm en el Palacio de Justicia del Condado de Williamson ubicado en 710 Main Street, Georgetown, TX 78626 . El propósito de la audiencia es para recibir los comentarios del público acerca de CAPER 2015. Por favor, use la entrada Calle Ocho (8th Street) (al sur) del Palacio de Justicia.

De conformidad con las regulaciones de HUD, el Condado fomenta la participación del público a revisar y comentar sobre el CAPER. Enviar los comentarios por escrito en o antes del 20 de diciembre 2016 a la siguiente dirección:

Honorable Dan Gattis , Juez del Condado
710 Main Street
Georgetown , TX 78626

El informe estará disponible para la revisión del 5 diciembre 2016 hasta 20 diciembre 2016 en los siguientes lugares:

Williamson County Courthouse y Sitio Web en www.wilco.org
Georgetown Housing Authority (Autoridad de Vivienda)
Jarrell City Hall
Granger City Hall
Granger Housing Authority
Thrall City Hall
Taylor City Hall
Taylor Housing Authority
Cedar Park City Hall
Georgetown City Hall
Leander City Hall
Liberty Hill City Hall
Weir City Hall

Los comentarios recibidos en o antes del 20 de diciembre 2016 serán consideradas para su inclusión en el informe final.

El Condado de Williamson se compromete al cumplimiento de la Ley de Americanos con Discapacidades (ADA) y la Sección 504 del Acta de Rehabilitación de 1973, según enmendada. Modificaciones razonables e igual acceso a comunicaciones se puede proporcionar a petición. Por favor llame a 512-943-3757 (voz) o Relay Texas al 1-800-735-2989 (TDD) para obtener ayuda.

Dan Gattis, Juez del Condado

Commissioners Court - Regular Session **42.**

Meeting Date: 11/29/2016

Off Duty Contract of Deputies for County Sheriff

Submitted By: Deborah Wolf, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Agreement regarding off-duty contracting of County Sheriff Deputies with Paloma Lake Municipal Utility District No.1

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PalomaLake2016

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:12 AM
Form Started By: Deborah Wolf		Started On: 11/22/2016 09:34 AM
Final Approval Date: 11/22/2016		

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF'S Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times working for LGE when performing services for the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 1st day of December, 2016 and shall terminate on 30th day of November, 2018, and will have three additional one (1) year automatic renewals. The AGREEMENT will automatically renew on December 1st 2018, December 1st, 2019, and December 1st, 2020. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2020.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain records of 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. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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.

LGE:

Name of LGE: Paloma Lake Municipal Utility District No. 1
Signature: _____
Printed Name: Dallas Kelley-Kerr
Title: President
Date: November 9, 2016
Address of Office: c/o Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff
Printed Name of Official: James R. Wilson
Signature of Official: _____
Date: 11-21, 2016
Address of Office: 508 S. Rock
Georgetown, Tx 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPUTIES.

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK

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 **43.**

Meeting Date: 11/29/2016

Round Rock FD ILA for Stations

Submitted By: Michael Knipstein, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any appropriate action regarding Interlocal between Williamson County and the City of Round Rock for the establishment of ambulance and personnel housing to support operations of Williamson County EMS.

Background

This establishes an Interlocal Agreement with City of Round Rock for Medic 12 to move into the new Fire Station #8 on Red Bud. It also establishes an Interlocal Agreement for the two current stations where Medic 13 and Medic 14 are housed. The agreement has been reviewed by Williamson County and City of Round Rock legal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCEMS and CORR ILA for Ambulance Housing

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	11/21/2016 09:43 AM
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:00 PM
Form Started By: Michael Knipstein		Started On: 11/21/2016 07:35 AM
Final Approval Date: 11/21/2016		

INTERLOCAL AGREEMENT
BETWEEN
WILLIAMSON COUNTY AND THE CITY OF ROUND ROCK, TEXAS FOR THE ESTABLISHMENT OF EMS AMBULANCE AND PERSONNEL HOUSING AT ROUND ROCK FIRE STATIONS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the undersigned Local Governments of the State of Texas, namely Williamson County, a political subdivision of the State of Texas (the "County"), and the City of Round Rock, Texas, a home rule municipal corporation (the "City"), both acting by and through their duly authorized representatives, pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Section 791 et seq. The County and the City are referred to collectively herein as the "Parties," or individually as a "Party."

WITNESSETH:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties are local governments as that term is defined in Section 791.011 of the Texas Government Code; and

WHEREAS, the Parties find that this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; that any division of cost fairly compensates the performing Party for services performed under this Agreement; and the performance of this Agreement is in the common interest of both Parties; and

WHEREAS, the County desires to house Emergency Medical Services ("EMS") crews at certain Round Rock Fire Stations, specifically, Fire Station No. 3 located at 1991 Rawhide Drive, Round Rock, Texas; Fire Station No. 5, located at 350 Deepwood Drive, Round Rock, Texas; and Fire Station No. 8, located at 1612 Redbud Lane, Round Rock, Texas (collectively the "Stations") while such crews are not actively responding to an EMS call for service; and

WHEREAS, the County's ability to house EMS crews at the Stations will enable a County EMS crews to more effectively respond to locations that are in close proximity to the Stations; and

WHEREAS, the City currently has available an area at the Stations to serve the housing needs of a County EMS crew; and

WHEREAS, the City is willing to provide an area at the Stations to the County as set forth herein and the County desires to occupy such area at the Stations for the purposes set forth herein;

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

I. TERMS AND CONDITIONS

A. Primary Obligations of Round Rock. The City agrees to provide the County with the following:

1. One covered vehicle bay at the Stations to house one County EMS ambulance;
2. The sole use of two bedrooms, one office space, an area in bay for oxygen storage, and storage area for medical supplies; and
3. Shared use of one additional bedroom on an as needed basis and the reasonable usage of the shared facilities in the Stations, which shall include but not be limited to the dining area, day room(s), kitchen, laundry, supply closets, restrooms (bath/showers and toilets) as well as all amenities within the Stations.

The City agrees to provide the County with the enjoyment and peaceful possession of the above-described areas during the term of this Agreement. In the event the above-described areas are not available in each of the Stations, the City and County may agree upon alternative areas acceptable to both Parties.

B. Consideration. The County agrees to provide improvements to the areas identified above to be solely occupied by the County's EMS crew and to prepare the solely occupied spaces for move-in by the County EMS crews.

C. Term. This Agreement shall be effective upon the approval of the governing bodies of County and City, signed by the authorized individuals ("Effective Date"), and shall continue in force for five (5) years or until such times as either Party terminates the Agreement as provided herein.

D. Removal of County's Improvements. Upon the termination of this Agreement, County shall remove its personal property and may remove any of the improvements that the County made to the Stations, so long as the removal of such improvements does not unreasonably damage the Stations. In the event any damage is caused during the removal of such improvements, the County shall be obligated to repair or cause to be repaired any damage resulting from the removal of its improvements, normal wear and tear excepted.

E. Condition of the Stations. The County shall not be responsible for maintaining and/or repairing, the Stations' roof, foundation, parking, grounds, common areas, the structural soundness of the exterior walls, building exterior, electrical systems, plumbing systems, HVAC system and all amenities within the Stations. The County shall be responsible for keeping the areas solely used by the County's EMS crew in a clean and neat condition. The County and City shall work in cooperation with one another in keeping the commonly used areas clean and neat.

F. Use of Premises. The County may only use the designated areas of the Stations for the express purposes set forth herein. Use of the Stations for any other purpose, shall require the written consent of the City. The County shall not make any alterations, additions, improvements, to the Stations without the written consent of the City. This includes the installation of any equipment. The County shall permit the City to enter, inspect, and make such repairs to its designated areas of the Stations as often as the City reasonably desires at any reasonable time. The County agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements that are mandated by any and all state, federal and local accessibility legal requirements and that become necessary due solely to the County's use of the Stations ("accessibility alterations"). In the event any alterations, additions, or improvements in or to the Stations are made necessary by reason of the special use and occupancy by County and, provided that the City grants its prior written permission to County regarding such alterations, additions or improvements, County agrees that it will make all such alterations, additions, and improvements in or to the Stations at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy.

G. Utilities and Service. The City shall provide and maintain, at its sole cost, the mains, conduits and other facilities necessary to dispose of garbage, water, gas, electricity, telephone, cable, internet services and sewage service to the Stations. If any of the equipment or machinery necessary or useful for the provision of any of the above services breaks down or for any cause ceases to function properly, the City shall use reasonable diligence to repair the same promptly. If any of the area solely occupied by a County's EMS crew is in need of maintenance or repairs as solely determined by the City, the County shall be financially responsible for any maintenance and/or repairs other than the above described services.

H. Use of Additional Fire Stations. The County and City may mutually agree to allow County EMS crews to house in additional Round Rock Fire Stations not described herein, without the consent of the Parties governing bodies, provided the Parties abide by the terms of this Agreement for any and all additional Fire Stations.

I. Damage or Injury. The City and the County agree that if either Party is solely negligent in causing real or personal property damage or personal injury to the other that such responsible Party shall pay for the actual cost and expenses incurred for such damage or injury to the extent permitted by law.

J. Default. Either Party's failure to comply with any provision of this Agreement shall be considered a default. In the event that either Party defaults under this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying such default. If the defaulting Party has not cured such default within thirty (30) days after its receipt of such written notice, or, if the default cannot with due diligence be cured within a 30-day period, and the defaulting Party has not commenced and proceeded diligently to cure such default, then the non-defaulting Party may terminate this Agreement. It is not a waiver of default if the non-defaulting Party fails to declare immediately a default or delays

in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies that may be available in this Agreement and/or under the law. The Parties have a duty to mitigate damages.

II. GENERAL PROVISIONS

A. Payments. Any payment made by a Party pursuant to this Agreement shall be made out of current revenues available to said Party as required by the Interlocal Cooperation Act. The County and Round Rock agree that there will be no monthly rental cost associated with this Agreement.

B. Approval by Governing Bodies. This Agreement has been approved by the governing bodies of Williamson County and of the City of Round Rock.

C. Tax Exempt. The County and the City are bodies corporate and politic under the laws of the State of Texas and claim exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services subject hereof are being secured for use by County. Exemption certificates will be provided upon request.

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

E. Notices. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper Party, at the following address:

City of Round Rock: City of Round Rock
City Manager
221 E Main Street
Round Rock, TX. 78664

With Copy to: Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Round Rock Fire Department
203 Commerce Boulevard
Round Rock, TX 78664

County: Williamson County Judge
Dan A. Gattis
710 Main Street, Suite 101
Georgetown, Texas 78626

With Copy to: Williamson County EMS
c/o: Kenny Schnell, Director
P.O. Box 873
Georgetown, Texas 78627

F. Venue and Governing Law. Each Party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

G. Dispute Resolution. The Parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between the Parties which arises out of or relates to this Agreement whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the Parties are unable to resolve the Claim within thirty (30) days following the date in which one Party sent written notice of the Claim to the other Party, and if a Party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the Parties, except that each Party shall bear its own attorneys' fees. Nothing herein is intended to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

H. Termination for Convenience.

1.) The County may terminate this Agreement for convenience and without cause or further liability upon ninety (90) days written notice to Round Rock.

2.) Round Rock may terminate this Agreement for convenience with or without cause or further liability upon ninety (90) days written notice to County.

3.) All Parties to the contract may terminate upon written mutual consent signed and dated by all Parties to this agreement setting forth the agreed upon date of termination.

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

J. Relationship of the Parties. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do 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. Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

M. No Agency Relationship: It is understood and agreed that County shall not in any sense be considered a partner or joint venture with the City, nor shall any of the Parties in any manner hold themselves out as an agent or official representative of the County.

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

[Signatures on the following page.]

EXECUTED TO BE EFFECTIVE this _____ day of _____, 2016.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Title: Williamson County Judge

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw

Title: Mayor

Date: _____

For City, Attest:

By:_____
Sara White, City Clerk

For City, Approved as to Form:

By:_____
Stephan L. Sheets, City Attorney

Commissioners Court - Regular Session **44.**

Meeting Date: 11/29/2016

SLP

Submitted For: Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider,and take appropriate action on the Williamson County Sick Leave Pool policy.

Background

This item is being brought to the Court for some clarification to the existing policy, with regard to the maximum sick leave pool time that can be taken after all other current leave is exhausted.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Rebecca Clemons	11/21/2016 02:00 PM
Form Started By: Rebecca Clemons		Started On: 11/21/2016 10:29 AM
Final Approval Date: 11/21/2016		

Commissioners Court - Regular Session **45.**

Meeting Date: 11/29/2016

FLSA Overtime Rule Update

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the proposed FLSA overtime rule changes.

Background

Proposed FLSA overtime rule changes may be effective 12/1/2016. The new rules require a minimum salary for all exempt employees. A motion is currently being considered to delay the changes with a ruling on the motion expected before December 1st.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:17 PM
Form Started By: Tara Raymore		Started On: 11/21/2016 01:44 PM
Final Approval Date: 11/21/2016		

Commissioners Court - Regular Session **46.**

Meeting Date: 11/29/2016

Purchase of 5 Ford F-150, 250 & 350 Trucks

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 the purchase of 5 (five) Ford Trucks from Caldwell Country Ford, for the Road and Bridge Dept. under BuyBoard contract #430-13 for a total of $143,873.60.

Background

Road and Bridge Department seeks approval for the purchase of the following 5 - 2017 Ford Trucks as follows: 2 Ford F-150s, 1 Ford F-350, and 2 Ford F-250 from Caldwell Country Ford under BuyBoard contract #430-13 for a total of $143,873.60.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchase of Ford F-150

Purchase of F-350

Purchase of Ford F-250

Purchse of Ford F-150

Purchase of F-250

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 12:19 PM
Form Started By: Teri Jeffries		Started On: 11/14/2016 07:44 AM
Final Approval Date: 11/15/2016		

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY **Caldwell Rep:** MICHAEL WILEY

Contact: CLINT BEST **Phone/fax:** **254-773-8824 / 254-773-8808**

Phone/email: 512-431-9596/ clinton.best@wilco.org **Date:** Monday, October 24, 2016

Product Description: FORD F-150 **email:** mwiley@caldwellcountry.com

A. Bid Series: 111 **A. Base Price:** **$ 19,939.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X1E	2017 EXTENDED CAB SWB 4X4	$ 3,657.00	99F	5.0L FFV V8	$ 1,515.00
	3.5L FFV V6; 6-SPD AUTOMATIC	INCL	53A	TRAILER TOW PACKAGE	$ 470.00
	VINYL 40/20/40 SEAT	INCL	52B	SYNC SYSTEM	$ 399.00
	RUBBLER FLOOR	INCL	50S	CRUISE CONTROL	$ 213.00
	A/C; AM/FM RADIO	INCL	85A	POWER WINDOWS AND LOCKS	$ 1,111.00
	6.5FT BED	INCL	343	GRILLE GUARD	$ 595.00

Total of B. Published Options: **$ 7,960.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 0.0 **%**

Options	Bid Price	Options	Bid Price
90-120 DAYS ESTIMATED	DELIVERY	WHITE	COLOR

Total of C. Unpublished Options: **$ -**

D. Pre-delivery Inspection: **$ -**

E. Texas State Inspection: **$ -**

F. Labor/Installation **$ 90.00**

G. Floor Plan Interest (for in-stock and/or equipped vehicles): **$ -**

H Lot Insurance (for in-stock and/or equipped vehicles): **$ -**

I. Contract Price Adjustment: **$ -**

J. Additional Delivery Charge: 0 **miles** **$ -**

K. Subtotal: **$ 27,989.00**

L. Quantity Ordered 1 **x K =** **$ 27,989.00**

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER **$ 400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE **$ 28,389.00**

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY
Caldwell Rep: MICHAEL WILEY
Contact: CLINT BEST
Phone/fax: 254-773-8824 / 254-773-8808
Phone/email: 512-431-9596 / clinton.best@wilco.org
Date: Monday, October 24, 2016
Product Description: FORD F-350
email: mwiley@caldwellcountry.com

A. Bid Series: 114 **A. Base Price:** $ 23,272.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F3G	2017 REG CAB CHASSIS DRW	$ 1,947.00	52B	TRAILER BRAKE CONTROLLER	$ 256.00
	6.2L FFV V8; 6-SPD AUTOMATIC	INCL	90L	POWER WINDOWS AND LOCKS	$ 869.00
	VINYL 40/20/40 SEAT	INCL	KPHD	KNAPHEIDE SERVICE BODY	$ 6,573.80
	RUBBLER FLOOR	INCL		PER MH00000964	
	A/C; AM/FM RADIO	INCL			
	60" CAB TO AXLE	INCL			

Total of B. Published Options: $ 9,645.80

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
120-150 DAYS ESTIMATED	DELIVERY	WHITE	COLOR

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Labor/Installation**	$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:**	$ -
J.	**Additional Delivery Charge:** 0 **miles**	$ -
K.	**Subtotal:**	$ 32,917.80
L.	**Quantity Ordered** 1 **x K =**	$ 32,917.80
M.	**Trade in:**	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	$ 33,317.80

KNAPHEIDE
SINCE 1848

Knapheide Truck Equipment - Dallas
398 N. I-35 Service Road
Red Oak TX 75154
Phone: 877-473-5763
Fax: 972-617-8581
www.southwest.knapheide.com

QUOTATION

Quote ID: MH00000964

Customer: CALDWELL COUNTRY CHEVROLET LLC
PO BOX 27
CALDWELL TX 77836

Contact: Alan Wiley Contact
Phone: 979-567-1500
Fax: 979-567-3375

Quote Number: MH00000964
Quote Date: 8/31/2016
Quote valid until: 9/30/2016

Salesperson: MARK HENSLEY

Make:	*Model:*	*Year:*	*Single/Dual:*
Cab Type:	*Wheelbase:*	*Cab-to-Axle:*	*VIN:*

QUANTITY		PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	KNAP 6108D54J1-TX	BODY UTIL COMP,6108D54 W/LH		
1	GAL	DUPO RTS-WHITE	DUPONT WHITE/READY TO SPRAY		
1	EA	KNAP 21102876	LIGHT KIT,80" + BODIES LOOSE		
1	EA	KNAP 26103515	LIGHT KIT,FLUSH MOUNT, LOOSE FORD PLUG		
1	EA	KNAP 26106799	HARNESS ADAPTER, LOOSE 2003-2006 DODGE PICKUP		
1	KT	KTEC 7WAY-B	QUICK CONNECT 7 WAY INSTALLED		
1	EA	BUYE 1801050	HITCH UNIVERSAL FIT SERVICE BO		
1	EA	FORD FUEL CUP	FORD FUEL CUP KIT		
1	KT	KTEC IKMUDFLAP-18	INSTALL KIT SB MUD FLAPS 30X18		
1	EA	FAST BPK381-Q10	BOLT INT BUMPER 3/8"X 1" W/CB		
1	EA	KTEC 00-CWT	CERTIFIED WEIGTH TICKET		
0.1	HR	LAB HANDLE	SHOP TRACKING ONLY (NO CHARGE)		
1	EA	FAST 20-ELC001R0	ELECTRICAL CONNECTION KIT		
1	EA	KNAP 26052720	BUMPER ASY GALVGRIP 94J 07DO		
1	EA	cattleman grill guar	CATTLEMAN GRILL GUARD		
				Quote Total:	**$6,573.80**
				Discount:	**$0.00**
				Total Due:	**$6,573.80**

The following options may be added:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

Customer must fill out the information below before the order can be processed.

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY
Contact: CLINT BEST
Phone/email: 512-431-9596 / clinton.best@wilco.org
Product Description: FORD F-250

Caldwell Rep: MICHAEL WILEY
Phone/fax: 254-773-8824 / 254-773-8808
Date: Monday, October 24, 2016
email: mwiley@caldwellcountry.com

A. Bid Series: 113 — **A. Base Price:** $ 22,293.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W2AC	2017 CREW CAB & CHASSIS	$ 2,654.00	512	SPARE TIRE	$ 280.00
	6.2L FFV V8; 6-SPD AUTOMATIC	INCL	90L	POWER WINDOWS AND LOCKS	$ 1,068.00
	VINYL 40/20/40 SEAT	INCL	52B	BRAKE CONTROLLER	$ 256.00
	RUBBLER FLOOR	INCL			
	A/C; AM/FM RADIO	INCL	KNP	8FT FLAT BED WITH FOLD	$ 5,957.80
	56" CAB TO AXLE	INCL		DOWN SIDES PER MH00001015	

Total of B. Published Options: $ 10,215.80

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
150-180 DAYS ESTIMATED	DELIVERY	WHITE	COLOR

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Labor/Installation**	$ -
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:**	$ -
J.	**Additional Delivery Charge:** 0 miles	$ -
K.	**Subtotal:**	$ 32,508.80
L.	**Quantity Ordered** 1 x K =	$ 32,508.80
M.	**Trade in:**	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	$ 32,908.80

KNAPHEIDE
SINCE 1848

Knapheide Truck Equipment - Dallas
398 N. I-35 Service Road
Red Oak TX 75154
Phone: 877-473-5763
Fax: 972-617-8581
www.southwest.knapheide.com

QUOTATION

Quote ID: MH00001015

Customer: CALDWELL COUNTRY CHEVROLET
P O BOX 27
CALDWELL TX 77836

Contact:
Phone: 979-567-1500
Fax: 979-567-3375

Quote Number: MH00001015
Quote Date: 9/23/2016
Quote valid until: 10/23/2016

Salesperson: MARK HENSLEY

Make: FORD	*Model:* F-250	*Year:* 2017	*Single/Dual:* SRW
Cab Type: CREW	*Wheelbase:* 176.0	*Cab-to-Axle:* 56.0	*VIN:*

QUANTITY		PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	KTEC 91-BDFLSP10C	8' PRO TREAD 96" WIDE		
1	EA	EWH KSP-01R0	PLATFORM HARNESS NO LIGHTS		
1	KT	KTEC 19-BMLS6-1020	BED MT.KIT 10'-20' MED.DUTY 3"		
1	EA	KTEC 00-CWT	CERTIFIED WEIGTH TICKET		
1	EA	KTEC 98-BUPSTEP66	BUMPER ANGLED STEP PRO 96W		
1	EA	KTEC 91-BHSQ-4996SM	BULKHEAD 96"W X 49"T SMALL		
2	EA	KNAP TBU2414A	TOOL BOX ASSY TBU2414A BLACK Overall Length- - - - - 24.12" Overall Height- - - - - 14.25" Overall Depth - - - - - 14.00" Toolbox Painted - - - - Black Box Construction- - - - 14 Ga. 2-sided galvanneal continuous Door hinge - All stainless STEEL continuous hinges with 1/8" pin provides corrosion protection and pry-proof security Door Latch, Paddle Handle Rotary Latch Door Construction - - 20 Ga. two-sided galvanneal double panel with hat section reinforcement. Door Seals- - - - - - - Automotive type continuous hollow neoprene installed on door frame.		
2	KT	KTEC IKTBOX-BMDIRECT	INSTALL KIT T-BOX BED MOUNT		
0.1	HR	LAB HANDLE	SHOP TRACKING ONLY (NO CHARGE)		
1	EA	FAST 20-ELC001R0	ELECTRICAL CONNECTION KIT		
1	EA	PDC LT1372	BRACKET FOR 2" LIGHT GROMMET		
1	EA	KTEC DROP SIDES	INSTALL KTEC CUSTOM DROP SIDES		

Quote Total:	**$5,957.80**
Discount:	**$0.00**
Total Due:	**$5,957.80**

The following options may be added:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

KNAPHEIDE
SINCE 1848

Knapheide Truck Equipment - Dallas
398 N. I-35 Service Road
Red Oak TX 75154
Phone: 877-473-5763
Fax: 972-617-8581
www.southwest.knapheide.com

QUOTATION

Quote ID: MH00001015

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

Customer must fill out the information below before the order can be processed...

Accepted by:	
Date	
P.O. number:	

- **Labor and installation is included in all pricing.**
- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Options DO NOT include Sales Tax.
- **If a pool chassis is being held that is associated with this quotation, the pool truck will be held for a maximum of 72 hours from the time of this quotation.**

Notes:
INSTALL 8' PRO SERIES ONTO CUSTOMER SUPPLIED F250

INSTALL CUSTOM DROP DOWN SIDES

RETAIN FACTORY HITCH AND 7 WAY

***** MUNI PRICING

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY **Caldwell Rep:** MICHAEL WILEY

Contact: RANDY ROGERS **Phone/fax:** **254-773-8824 / 254-773-8808**

Phone/email: 512-943-3368 / rrodgers@wilco.org **Date:** Tuesday, October 18, 2016

Product Description: FORD F-150 **email:** mwiley@caldwellcountry.com

A. Bid Series: 111 **A. Base Price:** **$ 19,939.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
X1C	2017 EXTENDED CAB SWB 4X2	$ 834.00	99F	5.0L FFV V8	$ 1,515.00
	3.5L FFV V6; 6-SPD AUTOMATIC	INCL	53A	TRAILER TOW PACKAGE	$ 470.00
	VINYL 40/20/40 SEAT	INCL	52B	SYNC SYSTEM	$ 399.00
	RUBBLER FLOOR	INCL	50S	CRUISE CONTROL	$ 213.00
	A/C; AM/FM RADIO	INCL	345	GRILLE GUARD	$ 595.00
	6.5FT BED	INCL			

Total of B. Published Options: **$ 4,026.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 0.0 **%**

Options	Bid Price	Options	Bid Price
90-120 DAYS ESTIMATED	DELIVERY	WHITE	COLOR

Total of C. Unpublished Options: **$ -**

D. Pre-delivery Inspection: **$ -**

E. Texas State Inspection: **$ -**

F. Labor/Installation **$ 90.00**

G. Floor Plan Interest (for in-stock and/or equipped vehicles): **$ -**

H Lot Insurance (for in-stock and/or equipped vehicles): **$ -**

I. Contract Price Adjustment: **$ -**

J. Additional Delivery Charge: 0 **miles** **$ -**

K. Subtotal: **$ 24,055.00**

L. Quantity Ordered 1 **x K =** **ub1348** **$ 24,055.00**

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER **$ 400.00**

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE **$ 24,455.00**

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY **Caldwell Rep:** MICHAEL WILEY

Contact: CLINT BEST **Phone/fax:** **254-773-8824 / 254-773-8808**

Phone/email: 512-431-9596 / clinton.best@wilco.org **Date:** Monday, October 24, 2016

Product Description: FORD F-250 **email:** mwiley@caldwellcountry.com

A. Bid Series: 113 **A. Base Price:** **$ 22,293.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
F2A	2017 REGULAR CAB 4X2	$ 300.00	52B	BRAKE CONTROLLER	$ 256.00
	6.2L FFV V8; 6-SPD AUTOMATIC	INCL	90L	POWER WINDOWS AND LOCKS	$ 869.00
	VINYL 40/20/40 SEAT	INCL			
	RUBBLER FLOOR	INCL	345	GRILLE GUARD	$ 595.00
	A/C; AM/FM RADIO	INCL			
	8FT BED	INCL			

Total of B. Published Options: **$ 2,020.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 0.0 **%**

Options	Bid Price	Options	Bid Price
90-120 DAYS ESTIMATED	DELIVERY	WHITE	COLOR

Total of C. Unpublished Options: **$ -**

D.	**Pre-delivery Inspection:**	**$ -**
E.	**Texas State Inspection:**	**$ -**
F.	**Labor/Installation**	**$ 90.00**
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	**$ -**
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	**$ -**
I.	**Contract Price Adjustment:**	**$ -**
J.	**Additional Delivery Charge:** 0 **miles**	**$ -**
K.	**Subtotal:**	**$ 24,403.00**
L.	**Quantity Ordered** 1 **x K =**	**$ 24,403.00**
M.	**Trade in:**	
N.	**BUYBOARD FEE PER PURCHASE ORDER**	**$ 400.00**
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	**$ 24,803.00**

Commissioners Court - Regular Session **47.**

Meeting Date: 11/29/2016

Purchase of LED lighting for Cedar Park Annex

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 the purchase of Lithonia LED lighting for the Facilities Department for the Cedar Park Annex, per the quote from Dealers Electrical Supply, for a total of $79,500.00 under BuyBoard contract #501-15.

Background

This purchase is for LED lighting for the Facilities Dept. to replace lights at the Cedar Park Annex, per the quote from Dealers Electrical Supply, in the amount of $79,500.00 under Buyboard contract # 501-15.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Dealers Electric quote

Buyboard #501-15

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:17 PM
Form Started By: Teri Jeffries		Started On: 11/15/2016 08:26 AM
Final Approval Date: 11/21/2016		

dealers electrical supply

"an employee owned company"

100 Madison Oaks Ave.
Georgetown, TX 78626
(512) 763-8000
Fax: 763-8600

QUOTATION

CEDAR PARK ANNEX

-

-

TO: **WILCO**
ATTN: **DANIEL SHEA**
FROM: **MATT MAY**

Quote # : **0**
Bid Date: **10/14/2016**
Bid Time: **2:00 PM**
File #: **0**

All Fixtures are supplied with lamps uninstalled and standard freight is allowed unless noted. No spares are included unless noted. No Tax is included unless noted.
Equal products may be supplied, but would be subject to approval. This Quotation is per dealers electrical supply's published terms of sale. Copy is available upon request.

QTY	TYPE	MANF.	DESCRIPTION	#Lmp	LMP CAT		SELL	TOTAL
32	-	LITHONIA	2AVL4 50L MDR EZ1 LP835	-	-	-		
14	-	LITHONIA	2AVL4 50L MDR EZ1 EL14L LP835	-	-	-		
242	-	LITHONIA	2FSL4 60L SLD LP835	-	-	-		
11	-	LITHONIA	2FSL4 60L SLD EL14L LP835	-	-	-		
16	-	LITHONIA	2AVL2 40L MDR EZ1 LP835	-	-	-		
2	-	LITHONIA	2AVL2 40L MDR EZ1 EL14L LP835	-	-	-		
6	-	LITHONIA	Z2LN L48 3000LM MDD MVOLT 35K 80CRI WH	-	-	-		
20	-	LITHONIA	KAD LED 60C 700 40K R3 MVOLT SPUMBAK04 DDBXD	-	-	-		
20	-	LUTRON	DVSTVWH DIMMER	-	-	-		
-	-	-		-	-	-		
-	-	-	-	-	-	-		
-	-	-		-	-	-		
-	-	-	BUYBOARD.COM 501-15 / 437-13	-	-	-		
-	-	-		-	-	-		
-	-	-		-	-	-		
-	-	-	-	-	-	-		
-	-	-	-	-	-	-		
1	LOT	FIXTURES	TOTAL PRICE					

QTY	TYPE	MANF.	DESCRIPTION	Volts	SELL	TOTAL
-	-	-	-			
-	-	-	-			
-	-	-	-			
1	LOT	GEAR	TOTAL PRICE			
1			TOTAL LOT PRICE			79,500.00

P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

November 11, 2015

Sent Via E-mail: pgriff@dealerselectrical.com

Phillip Griffith
Dealers Electrical Supply
2320 Columbus Avenue
Waco TX76701

Proposal Name & Number: Building Maintenance, Repair and Operations Supplies and Equipment No. 501-15

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective December 1, 2015. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation No. 501-15 on the following web-site: www.buyboard.com/vendor. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet
Electronic Catalog Format Instructions
Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas Competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing unless you submitted website with pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact BuyBoard Procurement Staff at 800-695-2919.

Sincerely,

Arturo Salinas
BuyBoard Procurement Director

1852

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12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Building Maintenance, Repair and Operations Supplies and Equipment

Proposal Opening Date and Time: September 8, 2015 at 2:00 PM

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Proposal Number: 501-15

Anticipated Cooperative Board Meeting Date: November 2015

Contract Time Period: December 1, 2015 through November 30, 2016 with two (2) possible one-year renewals.

Dealers Electrical Supply Name of Proposing Company	07/24/15 Date
2320 Columbus Avenue Street Address	Anthony E. Newberg Signature of Authorized Company Official
Waco, Texas, 76701 City, State, Zip	Anthony E. Newberg Printed Name of Authorized Company Official
254-756-7251 Telephone Number of Authorized Company Official	Sr. V.P. Sales & Marketing Position or Title of Authorized Company Official
254-756-0133 Fax Number of Authorized Company Official	74-1972820 Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

H-N
N-Y

CONST.V.3.31.15

USB

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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
    a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
    b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
    c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
    d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: DEALERS ELECTRICAL SUPPLY General Contact Name: PHILLIP GRIFFITH

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: **Internet**. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: **Fax**. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☑ I will use the **INTERNET** to receive purchase orders.

E-mail Address: pgriff@dealerselectrical.com

Internet Contact: PHILLIP GRIFFITH Phone: 972-298-2111

Alternate E-mail Address: _____

Alternate Internet Contact: _____ Phone: _____

☐ I will receive purchase orders via **FAX.**

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: pgriff@dealerselectrical.com

Alternate E-mail Address: _____

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved**. Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: P.O. BOX 2676 **Department:** _____

City: WACO **State:** TEXAS **Zip Code:** 76702-2676

Contact Name: TONY NEWBERG **Phone:** 254-756-7251

Fax: 254-756-0123 **E-mail Address:** tnewbe@dealerselectrical.com

Alternative E-mail Address: _____

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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (√) one of the following:

☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted o a felony: *** Dealers is an employee-owned company. To the best of my knowledge no Officer or Director of Dealers has ever been convicted of a felony.**

Name of Felon(s): _____

Details of Conviction(s): _____

_____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Dealers Electrical Supply Co.
Company Name

_____ **Chris N. Lanham**
Signature of Authorized Company Official — Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Dealers Electrical Supply Co.
Company Name

_____ **Chris N. Lanham**
Signature of Authorized Company Official — Printed Name

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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (√) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Company Name _____ Address _____

City _____ State _____ Zip Code _____

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
☐ Yes ☐ No

B. What is the prescribed amount or percentage? $_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (√) one of the following.

☐ Yes ☐ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification)* and 2 *(Vendor Employment Certification)* above is true, complete and accurate and that I am authorized by my company to make this certification.

Dealers Electrical Supply Co.
Company Name

Signature of Authorized Company Official

Chris N. Lanham
Printed Name

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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (√) all that apply

☐ I certify that my company has been certified as a HUB in the following categories:

- ☐ **Minority Owned Business**
- ☐ **Women Owned Business**
- ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

_____

Name of Certifying Agency:

_____

☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Dealers Electrical Supply Co.
Company Name

Signature of Authorized Company Official

Chris N. Lanham
Printed Name

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AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

DEALERS ELECTRICAL SUPPLY
Company Name

Phillip Griffith
Signature of Authorized Company Official

PHILLIP GRIFFITH
Printed Name

7/28/15
Date

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BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.[i] Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

What is BuyBoard's Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE. Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?
BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

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- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.[ii] This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.

- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.

- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.[iii]

  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding $100,000 or an alteration or addition to an existing building having construction costs exceeding $50,000 must have architectural plans and specifications prepared by an architect.[iv] (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)

  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.[v] The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost $8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost $20,000 or less.[vi]

  - **Independent Testing**. If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.

  - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds $50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.[vii]

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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed $25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds $100,000, to protect the local government if a contractor fails to complete the project. [viii] Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.

For more information about BuyBoard, contact us at 800-695-2919.

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i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
iii. Tex. Gov't Code §2254.004 and §791.011(h)
iv. Tex. Occ. Code §1051.703
v. Tex. Occ. Code §1001.0031(c)
vi. Tex. Occ. Code §1001.053
vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
viii. Tex. Gov't Code §2253.021(a)

Issued March 31, 2014

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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

☐ **No**; Deviations
☒ **Yes**; Deviations

List and fully explain any deviations you are submitting: STEEL PIPE AND WIRE PRICES ARE VOLATILE AND MAY BE ADJUSTED TO PRICE IN EFFECT A TIME OF SHIPMENT

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☑ Common Carrier ☑ Company Truck ☑ Prepaid and Add to Invoice ☑ Other:

2. Payment Terms: ☑ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 10 ARO

4. Vendor Reference/Quote Number: 501-15

5. State your return policy: STOCK ITEMS MAY BE RETURNED FREIGHT PREPAID BY BUYBOARD MEMBER. NON-STOCK ITEMS SUBJECT TO TERMS BY MANUFACTURER

6. Are electronic payments acceptable? ☑ Yes ☐ No

DEALERS ELECTRICAL SUPPLY
Company Name

Signature of Authorized Company Official

PHILIP GRIFFITH
Printed Name

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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

BRANCH ROSTER INCLUDED
Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

Company Name

Address

City | State | Zip

Phone Number | Fax Number

Contact Person

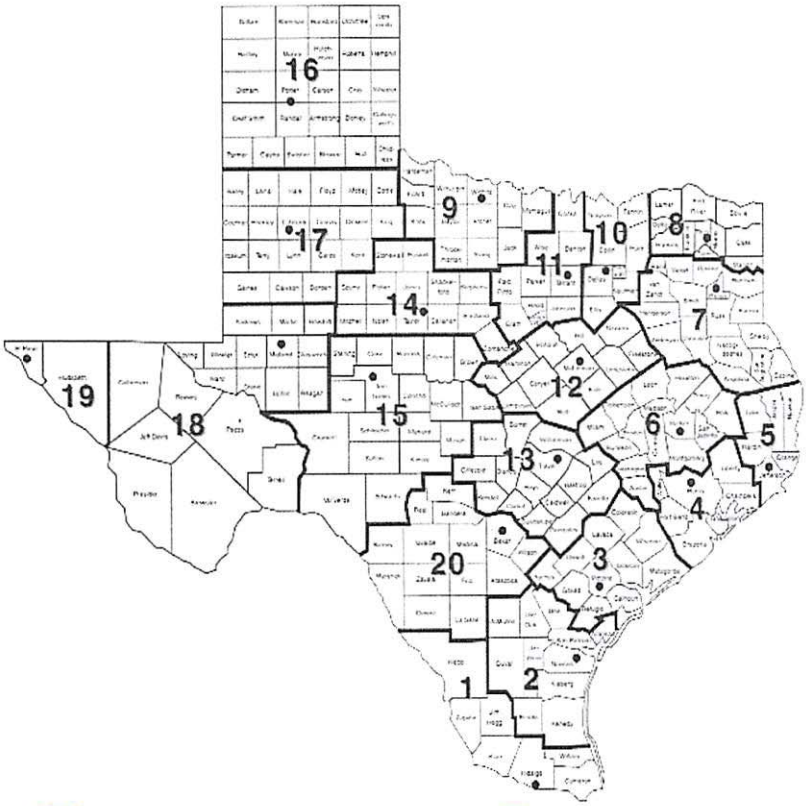
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative *(referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation)* offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members *(i.e., if you will service only states other than Texas)*, you must so indicate on this form.

Regional Education Service Centers



DEALERS ELECTRICAL SUPPLY
Company Name

Signature of Authorized Company Official

PHILIP GRIFFITH
Printed Name

☑ **I will service Texas Cooperative members statewide.**

☐ **I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:**

	Region	Headquarters
☐	1	Edinburg
☐	2	Corpus Christi
☐	3	Victoria
☐	4	Houston
☐	5	Beaumont
☐	6	Huntsville
☐	7	Kilgore
☐	8	Mount Pleasant
☐	9	Wichita Falls
☐	10	Richardson
☐	11	Fort Worth
☐	12	Waco
☐	13	Austin
☐	14	Abilene
☐	15	San Angelo
☐	16	Amarillo
☐	17	Lubbock
☐	18	Midland
☐	19	El Paso
☐	20	San Antonio

☐ I will not service members of the Texas Cooperative.

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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)*

☐ I will service all states in the United States.

☑ I will not service all states in the United States. I will service only the states checked below:

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California (Public Contract Code 20118 & 20652)
- ☑ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☑ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☑ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☑ New Mexico
- ☐ New York
- ☐ North Carolina
- ☑ North Dakota
- ☐ Ohio
- ☑ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☑ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☑ Wyoming

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

DEALERS ELECTRICAL SUPPLY
Company Name

Signature of Authorized Company Official

PHILIP GRIFFITH
Printed Name

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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.

2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.

3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.

4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.

5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of ~~Rhode~~ TEXAS Island and venue for any dispute shall lie in the federal district court of ~~Alexandria, Virginia~~. WACO, TEXAS

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Dealers Electrical Supply — Name of Vendor

501-15 — Proposal Invitation Number

Signature of Authorized Company Official

Anthony E. Newberry — Printed Name of Authorized Company Official

7-24-15 — Date

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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: $ - . - (The period of the 12 month period is - / -). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
   WE DO NOT DISCLOSE INFORMATION FROM OTHER CLIENTS
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

   YES☐ NO☑

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network	WE DO NOT DISCLOSE INFORMATION FROM OTHER CLIENTS		
5. Houston-Galveston Area Council			
6. Other			

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): 10% **Proposed Discount (%):** NET

Explanation: BASE PRICING FOR MODEL HAS BEEN REVISED DOWNWARD

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

DEALERS ELECTRICAL SUPPLY
Company Name

Signature of Authorized Company Official

PHILIP GRIFFITH
Printed Name

FORM L

CONST.V.3.31.15

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REFERENCES, PRICE/DISCOUNT INFORMATION AND MARKETING STRATEGY

PART I: For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

	Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1.	CITY OF FORT WORTH		817-892-8759	N/A		
2.	FORT WORTH ISD		817-871-2133			
3.	CITY OF WACO		254-750-5763			
4.	WACO ISD		254-755-9443			
5.	KELLER ISD		817-744-1000			

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☐ If YES, please explain: WE DISCOUNT PRODUCT PRICES AS A RESPONSE TO PRODUCT VOLUME.

PART II: For your Proposal to be considered, you must submit the **MARKETING STRATEGY** you will use if the Cooperative accepts all or part of your Proposal. *(Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)* Attach additional pages if necessary. WE WILL MAKE DIRECT CONTACT WITH BUYBOARD MEMBERS VIA OUR OUTSIDE SALES STAFF.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

DEALERS ELECTRICAL SUPPLY
Company Name

Signature of Authorized Company Official

PHILLIP GRIFFITH
Printed Name

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CONFIDENTIAL/PROPRIETARY INFORMATION FORM

A. Public Disclosure Laws

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (√) one of the following:

☑ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

_____

_____

_____

_____

(Attach additional sheets if needed.)

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B. Copyright Information

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (√) one of the following:

☑ **NO,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.

☐ **YES,** Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: _____

_____

_____

(Attach additional sheets if needed.)

C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Dealers Electrical Supply
Company Name

Signature of Authorized Company Official

Philip Griffith
Printed Name

7/28/15
Date

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VENDOR BUSINESS NAME FORM

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

Name of Proposing Company: Dealers Electrical Supply

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (√) one of the following:

Type of Business:

Individual/Sole Proprietor	✓
Corporation	
Limited Liability Company	
Partnership	
Other	

If other, identify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 74-1972120
(Vendor must include a completed W-9 form with their proposal)

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

dealers electrical supply co.

BRANCH ROSTER Effective 6/15/2015 — www.dealerselectrical.com

Corporate Office		P.O. Box 2676	76702-2676		(254) 756-7251	
		2320 Columbus Ave	76701-1041	Fax	(254) 756-0133	
Remit to Address:		P.O. Box 2535 Waco, Texas	76702-2535	HR Fax	(254) 750-8171	
Federal Tax I.D. Number	74-1972120			New Mexico CRS I.D. Number		02-121645-002
Texas Sales Tax Number	1-74-1972120-8			Oklahoma Tax Number		094795
1. Waco	Greg Bracey	P.O. Box 1130	76703-1130		(254) 756-4441	CR
	McLennan Co.	1416 Franklin Ave.	76701-1793	Fax	(254) 756-0316	
2. Bryan	Mike Jetty	P.O. Box 3009	77805-3009		(979) 775-6500	CR
	Brazos Co.	419 Dellwood Street	77801-2544	Fax	(979) 779-0236	
3. Tyler	David Jones	P.O. Box 1110	75710-1110		(903) 593-7357	ER
	Smith Co.	316 S. Palace Ave.	75702-7049	Fax	(903) 593-9701	
4. Temple	Scott Weddle	P.O. Box 923	76503-0923		(254) 773-5271	CR
	Bell Co.	4013 Bell Dr.	76502-4841	Fax	(254) 770-0380	
5. Austin	Randy Kinsey	P.O. Box 14624	78761-4624		(512) 459-5423	CR
	Travis Co.	6714 N. Lamar	78752-3504	Fax	(512) 459-0635	
6. Longview	Steve Hicks	P.O. Box 1072	75606-1072		(903) 758-3317	ER
	Gregg Co.	349 W. Cotton	75601-6223	Fax	(903) 236-3154	
7. Marshall	John Taylor	P.O. Box 687	75670-0687		(903) 935-7865	ER
	Harrison Co.	506 W. Houston	75670-3933	Fax	(903) 935-9873	
8. Fort Worth	Tony Pierce	P.O. Box 7578	76111-7578		(817) 831-0054	MR
	Tarrant Co.	713 N. Beach	76111-5944	Fax	(817) 831-9738	
9. Lufkin	Bruce Dunbar	P.O. Box 1783	75901-1783		(936) 634-5591	ER
	Angelina Co.	401 Atkinson Dr.	75901-3155	Fax	(936) 639-3867	
10. Dallas	Gary Duncan	P.O. Box 540695	75354-0695		(214) 358-5222	MR
	Dallas Co.	2580 Manana	75220-1206	Fax	(214) 358-1087	
11. Texarkana	Marty Long	P.O. Drawer 38	75504-0038		(903) 794-3596	ER
	Bowie Co.	1804 Waterall	75501-3639	Fax	(903) 792-4820	
12. Waco Lighting	Gary Maxwell	P.O. Box 1130	76703-1130		(254) 756-3716	CR
	McLennan Co.	1418 Franklin Ave.	76701-1793	Fax	(254) 756-0316	
13. Sherman	Glenn Waldrum	P.O. Box 1205	75091-1205		(903) 893-1177	MR
	Grayson Co.	1616 Baker Rd.	75090-2143	Fax	(903) 893-7536	
14. Houston	Danny Majors	P.O. Box 16160	77222-6160		(713) 691-6521	CR
	Harris Co.	4433 Airline Dr.	77022-2927	Fax	(713) 694-4535	
15. Greenville	Travis Morrison	P.O. Box 1458	75403-1458		(903) 454-3073	NR
	Hunt Co.	2629 Traders Rd.	75401	Fax	(903) 454-3743	
16. Palestine	Ricky Floyd	P.O. Box 1489	75802-1489		(903) 729-3205	ER
	Anderson Co.	2230 W. Reagan St.	75801-2247	Fax	(903) 723-3691	
17. Kerrville	Robert Zuberbueler	P.O. Box 290627	78029-0627		(830) 896-0555	SR
	Kerr Co.	428 Schreiner Street	78028-4470	Fax	(830) 896-7137	
18. San Marcos	Dale Jackson	P.O. Box 845	78667-0845		(512) 396-5454	SR
	Hays Co.	616 Texas Ave.	78666-5200	Fax	(512) 396-5457	
19. Irving	Nathan Schartz	P.O. Box 153586	75015-3586		(972) 790-7000	MR
	Dallas Co.	3831 Conflans Rd.	75061-3914	Fax	(972) 986-2107	
20. Bryan Lighting	Jan Lee	P.O. Box 4489	77805-4489		(979) 775-1697	CR
	Brazos Co.	101 Koenig Street	77801-2128	Fax	(979) 775-4158	
21. Denton	Robert Graff	P.O. Box 2066	76202-2066		(940) 566-3515	MR
	Denton Co.	716 E. Hickory	76205-4302	Fax	(940) 566-5645	
22. Cleburne	Tony Pierce	P.O. Box 811	76033-0811		(817) 641-3621	MR
	Johnson Co.	1120 E. Henderson	76031-5233	Fax	(817) 556-0232	
23. Plano	Tim Booher	P.O. Box 940169	75094-0169		(972) 422-2720	MR
	Collin Co.	911 J. Place	75074-8536	Fax	(972) 422-0472	
24. Houston South	Dennis Sims	P.O. Box 12669	77217-2669		(713) 944-3098	CR
	Harris Co.	5220 Old Galveston Rd.	77017-6146	Fax	(713) 944-4387	
25. Duncanville	Roger Miller	P.O. Box 381059	75138-1059		(972) 709-0025	MR
	Dallas Co.	1107 S.Cedar Ridge	75137-3070	Fax	(972) 709-4654	
26. San Antonio	Dustin Tichnell	P.O. Box 17000	78217-7000		(210) 828-9995	SR
	Bexar Co.	2400 Freedom St.	78217-4423	Fax	(210) 828-0701	
27. Austin (South)	David Shupe	P.O. Box 150293	78715-0293		(512) 892-5910	SR
	Travis Co.	4700 Sunset Trail	78745-1313	Fax	(512) 892-1481	
28. San Antonio (West)	Jeff Hicks	P.O. Box 680967	78268-0967		(210) 520-3397	SR
	Bexar Co.	8786 Timber Path	78250-4314	Fax	(210) 520-3950	
29. Marble Falls	Joe Durham	P.O. Box 425	78654-0425		(830) 693-9191	SR
	Burnet Co.	2709 Commerce St.	78654-3924	Fax	(830) 798-1000	
30. El Paso	Jim Fowler	P.O. Box 26279	79926-6279		(915) 775-9700	WR
	El Paso Co.	1050 Kastrin St.	79907-1705	Fax	(915) 772-4711	
31. Stafford	Joe Webber	P.O. Box 1100	77477-1100		(281) 933-0797	CR
	Ft. Bend Co.	12730 Sugar Ridge Blvd	77477-3118	Fax	(281) 933-9529	
32. Las Cruces	Pete Hernandez	P.O. Box 1120	88004-1120		(575) 526-4010	WR
	Dona Ana Co.	1844-A West Amador Ave.	88005-4009	Fax	(575) 526-4149	
33. Corsicana	Craig Adair	P.O. Box 623	75151-0623		(903) 872-1211	ER
	Navarro Co.	400 N. Main	75110-4628	Fax	(903) 872-9753	
34. Grand Prairie	Ben Gillespie	P.O. Box 530131	75053-0131		(972) 206-0725	MR
	Tarrant Co.	2000 S. Great Southwest Pk	75051-3507	Fax	(972) 206-0717	
35. Albuquerque	K.C. Ratka	P.O. Box 92947	87199-2947		(505) 880-1344	WR
	Bernalillo Co.	4220-A 2nd St. NW	87107-2245	Fax	(505) 880-0090	
36. Harlingen	John Clark	P.O. Box 1750	78551-1750		(956) 425-8690	WR
	Cameron Co.	402 North T. St.	78550-8011	Fax	(956) 425-8798	
37. Santa Fe	K.C. Ratka	P.O. Box 23178	87502-3178		(505) 471-2131	WR
	Santa Fe Co.	2815 Industrial Rd.	87507-3119	Fax	(505) 471-2192	
38. McAllen	Ric Olivarez	P.O. Box 5967	78502-5967		(956) 630-2233	WR
	Hidalgo Co.	1401 East Upas Ave.	78501-5546	Fax	(956) 630-3840	

39. Brenham	Ron Holle	P.O. Box 1088	77834-1088		(979) 251-9600	SR
	Washington Co.	2000 E. Tom Green St.	77833-5127	Fax	(979) 251-9680	
40. Corpus Christi	Chris Anderson	P.O. Box 4747	78469-4747		(361) 299-2222	CR
	Nueces Co.	1833 N. Padre Island Dr.	78408-2331	Fax	(361) 299-5555	
41. Wood River, IL	Tom Montgomery	P.O. Box 288	62095-0288		(618) 258-0655	KA
	Madison Co.	1371 Vaughn Rd.	62095-2506	Fax	(618) 258-0863	
42. Killeen	Scott Weddle	P.O. Box 788	76540-0788		(254) 628-9002	CR
	Bell Co.	405 Commerce Dr.	76543-4037	Fax	(254) 628-0468	
43. Odessa	Lennie Turner	P.O. Box 69066	79769-9066		(432) 368-5584	WR
	Ector Co.	2400 West 42nd St.	79764-6309	Fax	(432) 368-4833	
44. Paris	Chris Wear	P.O. Box 6310	75461-6310		(903) 784-0011	NR
	Lamar Co.	3430 Pine Mill Rd.	75460-4939	Fax	(903) 784-6619	
45. Sulphur Springs	Travis Morrison	P.O. Box 494	75483-0494		(903) 438-2222	NR
	Hopkins Co.	555 South Hillcrest Dr.	75482-3601	Fax	(903) 438-4845	
46. Durant	Allen Bailey	P.O. Box 708	74702-0708		(580) 924-2464	MR
	Bryan Co.	15 W. Elm Street	74701-4105	Fax	(580) 920-0322	
47. Borger	Linda Watson	P. O. Box 1326	79008-1326		(806) 274-4420	NR
	Hutchinson Co.	214 N. Cedar St.	79007-4026	Fax	(806) 274-4422	
48. Muskogee	Charles Collins	P.O. Box 1549	74402-1549		(918) 683-5000	NR
	Muskogee Co.	1400 N. Main	74401-4445	Fax	(918) 683-3035	
49. Georgetown	Terry Pigg (Ops.)	P.O. Box 1487	78627-1487		(512) 763-8000	SR
	Williamson Co.	100 Madison Oaks Ave	78626-7751	Fax	(512) 763-8600	
50. Oklahoma City	Daniel Dreessen	P.O. Box 272368	73137-2368		(405) 782-0400	NR
	Oklahoma Co.	8500 W. Reno Ave.	73127-2952	Fax	(405) 782-0404	
51. Amarillo	Rick Abers	P.O. Box 2787	79105-2787		(806) 376-5567	NR
	Potter Co.	1010 W. 5th Ave.	79101-1110	Fax	(806) 376-9473	
52. Tulsa	Charlie Hoy	P.O. Box 580190	74158-0190		(918) 835-7672	NR
	Tulsa Co.	6920 E. 13th St.	74112-5616	Fax	(918) 835-0583	
53. Riverton, WY	Josh Saltsgaver	P.O. Box 506	82501-0078		(307) 856-1741	KA
	Fremont Co.	928 N. Federal Blvd	82501-2712	Fax	(307) 856-9185	
54. Belle Chasse, LA	James Watson	P.O. Box 42	70037-0042		(504) 684-8747	CR
	Plaquemines Parish	213 Gunther Lane	70037-3157	Fax	(504) 684-8748	
55. Watford City, ND	Tim Benson	P.O. Box 2936	58854		(701) 842-3650	KA
	McKenzie Co.	401 12th Street SE	58854	Fax	(701) 842-3653	
56. Denver, CO	David LaVine	P.O. Box 17608	80217		(303) 592-2800	KA
	Denver	5500 Havana St. Suite B	80239	Fax	(303) 592-2806	

SITE WAREHOUSES

80. Watkins	David LaVine	P.O. Box 249	80137		(303) 605-2560	KA
	Watkins, CO	34501 E. Quincy Ave	80137	Fax	(303) 605-2565	
		Building 11				
82. Wood River P66	Fred Grasso				(618) 255-2566	KA
	Roxana, Illinois	900 South Central	62084	Fax	(618) 255-2723	
83. Bayway P66	Larry Schimmel	3233 Hunting Park Ave.	19129		(215) 221-1200	KA
	Royal Electric Supply,	Agent				
	Philadelphia, PA					
85. Price COP	Jeff Pokraka	6815 So. 5300 West	84501		(254)756-4441	KA
	Waco Branch			Fax	(435) 613-9784	
87. Sweeny P66	Brad McWherter	P.O. Box 585			(979) 491-2987	CR
		Hwy 35 South @ FM524	77463	Fax	(979) 491-2104	
	Brandon Gray	Gate 13 - MRO Whse #4			(979) 491-2010	
88. Ponca City P66	David Miller	P. O. Box 1299	74602-1299		(580) 767-4911	NR
	Ponca City, OK	3400 S. 7th	74601	Fax	(580) 767-4681	
91. Lake Charles P66	Joe Duke	P. O. Box 1145	70669-1145		(337) 491-5249	CR
	Westlake, LA	2200 Old Spanish Trail	70669	Fax	(337) 491-5758	
94. Freeport	Chris Smith (Ops)	1502 FM 1495				CR
	Freeport, TX		77541	Fax		

REGION MANAGERS

Donnie Carenza	NR	(604)	(972) 298-2111
Daryl Donaldson	CR	(601)	(254) 757-0773
Ken Franks	SR	(603)	(210) 680-0168
Ken McCully	MR	(604)	(972) 298-2111
Phillip Ayers	ER	(600)	(903) 593-4609
Randy Urbina	WR	(605)	(915) 775-9700

SALES MANAGERS

Phil Griffith	(604) (972) 298-2111
John Martin	(713) 691-6521

CREDIT OFFICES

Julie Howington		(254) 756-7251
Amber Drotar	(606)	(903) 593-3098
Robin Stanfield	(607)	(713) 691-6521
Raymond Chavez	(605)	(915) 775-9700
Terry Thomas	(604)	(972) 298-2111
Jeannie Valentin	(611)	(405) 787-5553
Kennetha Ratcliff		(254) 756-7251
Janet Taveirne		(512) 459-5423

KEY ACCOUNTS

Steve May	(612) (254) 754-2920

Duncanville Regional & Credit Office

1107 S.Cedar Ridge Ste. B
Duncanville, TX 75137
(972) 298-2111 Fax (972) 298-2251

NOTES:

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PROPOSAL INVITATION QUESTIONNAIRE

Proposal Invitation No. 501-15 – Building Maintenance, Repair and Operations Supplies and Equipment

In your proposal, does your company propose to provide installation or repair services under ANY of the following Specification Items: 26 (Boiler Equipment), 27 (Elevator Equipment), 28 (Escalator Equipment), 29 (Fencing), or 30 (Commercial Building Glass)?

Please check (√) one of the following:

☑ **NO,** my company does NOT propose to provide installation or repair services under Specification Items 26, 27, 28, 29, or 30.

☐ **YES,** my company does propose to provide installation or repair services under one or more of the following Specification Items: 26, 27, 28, 29, and/or 30.

If you answered YES to the question above, you must include with your proposal responses to the questions below, The Cooperative will use your responses to the questions below in evaluating your Proposal to provide the goods and perform the construction or construction-related services ("work") under the BuyBoard contract contemplated by this Proposal Invitation ("contract"). You must fully answer each question, numbering your responses to correspond to the questions/numbers below. **You must attach your responses to this questionnaire**, sign where indicated below, and submit the signed questionnaire and your responses to all questions in one document with your Proposal. **You must submit the signed questionnaire and responses with your Proposal or the Proposal will not be considered.**

1. Describe Proposer's direct experience (not as a subcontractor) performing the work proposed under this contact. Include a brief description of the projects you have completed for Texas governmental entities in the last 5 years, and include for each the project name, scope, value, and date, and the name of the procuring government entity and entity contact person. Identify the contracts that best represent Proposer's capabilities relative to this contract.

2. Describe the resources Proposer has to manage, staff and successfully perform the work contemplated under this contract. State the number and summarize the experience of company personnel who may be utilized for the work, including those who will be available to Cooperative members for assistance with project development, technical issues, and product selection for work associated with this contract.

3. The contract does not include architectural or engineering services, which must be procured separately, outside of the Cooperative, in accordance with Chapter 2254 of the Texas Government Code (Professional Services Procurement Act). If you are performing work under the contract on a project that requires the services of an architect or professional engineer, how will you work with a Cooperative member and its designated architect or engineer with respect to services that must be procured outside the contract.

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4. Describe the tasks and functions that can be completed by Proposer in-house without the use of a subcontractor or other third party.

5. Describe Proposer's financial capability to perform the contract. State or describe the firm's financial strength and rating, bonding capacity, and insurance coverage limits. State whether the firm, or any of the firm's past or present owners, principal shareholders or stockholders, or officers, have been a debtor party to a bankruptcy, receivership, or insolvency proceeding in the last 7 years, and identify any such debtor party by name and relationship to or position with your firm.

6. List all contracts, if any, in the last 10 years on which Proposer has defaulted or that have been terminated for any reason and for each provide the project name, scope, value and date and the name of the procuring governmental entity. Fully explain the circumstances of the default or termination.

7. List all litigation or other legal proceedings, if any, in the last 10 years brought against your firm, or any of the firm's past or present owners, principal shareholders or stockholders, officers, agents or employees, that relates to or arises from a contract similar to this contract or the work contemplated under this contract. (The list should include the contractor as well as the product supplier.). Provide the style of the lawsuit or proceeding (name of parties and court or tribunal in which filed), nature of the claim, and resolution or current status.

8. Describe in detail the quality control system Proposer will use, including third party auditing certification, to support the long-term performance and structural strength of the products to be used in a project under the contract.

9. If the work will require Proposer to tender performance and payment bonds, provide the name of the bonding company or surety that will issue such bonds.

10. Describe in detail all documented safety issues, if any, that have involved Proposer in the last 3 years related to the type of work contemplated under this contract. Provide a 3-year history of your firm's workers compensation experience modifier.

By signature below, I certify that the information attached to this Proposal Invitation Questionnaire in response to the above questions is true and correct and that I am authorized by my company to make this certification.

Dedlees Electrical Supply
Company Name

Signature of Authorized Company Official

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FORMS CHECKLIST

(Please check (√) the following)

- [x] Completed: **Proposer's Agreement and Signature** (Form A)
- [x] Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- [x] Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- [x] Completed: **Resident/Nonresident Certification** (Form D)
- [x] Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- [x] Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- [x] Completed: **Deviation/Compliance Signature Form** (Form G)
- [ ] Completed: **Dealership Listings** (Form H)
- [x] Completed: **Texas Regional Service Designation** (Form I)
- [x] Completed: **State Service Designation** (Form J)
- [x] Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- [x] Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- [x] Completed: **References, Price/Discount Information, and Marketing Strategy** (Form M)
- [x] Completed: **Confidential/Proprietary Information Form** (Form N)
- [x] Completed: **Vendor Business Name Form** (Form O)
- [x] Completed: **Forms Checklist** (Form P)
- [x] Completed: **Proposal Specification Form with Catalogs/Pricelists and Proposal Invitation Questionnaire** (Form Q)

**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*

BuyBoard Cooperative Purchasing

Proposal Invitation No. 501-15-Building Maintenance, Repair and Operations Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered[1].)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist[1]	State Name of Catalog/Pricelist[1]	Exceptions
Section I: Equipment, Products, and Supplies					
1	Discount (%) Off Catalog/Pricelist for Electrical Supplies, Materials and Equipment	Discount (%) Off Catalog/Pricelist for **Electrical Supplies, Materials and Equipment.** Please state the discount (%) off catalog/pricelist. **Catalog/Pricelist MUST be included or proposal will not be considered.**	0 %	DEALERS ELECTRICAL SUPPLY BUYBOARD 501-15 SECTION 1 PRICE LIST	
2	Discount (%) Off Catalog/Pricelist for Various Types of Lamps and Ballasts	Discount (%) Off Catalog/Pricelist for **Various Types of Lamps and Ballasts (fluorescent, incandescent, quartz, HID, shatterproof, metal halide, high pressure sodium, ballasts, similar related items).** Please state the discount (%) off catalog/pricelist. **Catalog/Pricelist MUST be included or proposal will not be considered.**	0 %	DEALERS ELECTRICAL SUPPLY BUYBOARD 501-15 SECTION 2 PRICE LIST	
3	Discount (%) Off Catalog/Pricelist for Various Types of Lighting Fixtures	Discount (%) Off Catalog/Pricelist for **Various Types of Lighting Fixtures**. Please state the discount (%) off catalog/pricelist. **Catalog/Pricelist MUST be included or proposal will not be considered.**	20 %	DEALERS ELECTRICAL SUPPLY BUYBOARD 501-15 SECTION 3 PRICE LIST	
4	Discount (%) Off Catalog/Pricelist for All Types of Indoor Signage	Discount (%) Off Catalog/Pricelist for **All Types of Indoor Signage.** Please state the discount (%) off catalog/pricelist. **Catalog/Pricelist MUST be included or proposal will not be considered.**	%		
5	Discount (%) Off Catalog/Pricelist for All Types of Solar Supplies and Equipment	Discount (%) Off Catalog/Pricelist for **All Types of Solar Supplies and Equipment**. Please state the discount (%) off catalog/pricelist. **Catalog/Pricelist MUST be included or proposal will not be considered.**	%		

PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal

Dealers Electrical Supply

Commissioners Court - Regular Session **48.**

Meeting Date: 11/29/2016

Elevator inspections and repairs service agreement with ThyssenKrupp Elevator

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 the service agreement with ThyssenKrupp for elevator service, repair and inspections for FY17 for a total of $9,724.00 under cooperative TCPN #US33672.

Background

This service agreement is for FY17 elevator inspection, service and repairs from ThyssenKrupp under cooperative TCPN #US33672 in the amount of $9,724.00 for the Facilities Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ThyssenKrupp Service Agreement

ThyssenKrupp Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 02:29 PM
Form Started By: Teri Jeffries		Started On: 11/15/2016 08:56 AM
Final Approval Date: 11/15/2016		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR ELEVATOR INSPECTIONS & REPAIRS (ThyssenKrupp)

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 **ThyssenKrupp Elevator Corporation** (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 Statement of Work/Fee Proposal, dated October 3, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $9,724.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Additionally, Texas law mandates as follows:

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

VI.

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

1. **Statement of Work/Fee Proposal, dated October 3, 2016, which is marked as Exhibit "A"; and**

2. **TCPN Maintenance Contract #R150801.**

VII.

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,*	$1,000,000	$1,000,000

completed operations and contractual)

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.

VIII.

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.

IX.

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 Statement of Work/Fee Proposal, dated October 3, 2016, which is incorporated herein as if copied in full.

X.

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

XI.

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.

XII.

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.

XIII.

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.

XIV.

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 XII above.

XV.

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.

XVI.

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.

XVII.

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:

Nancy Crumley
Authorized Signature
11-14-16

ThyssenKrupp Elevator Americas

Repair Order - Inspection Proposal

Date:	October 3, 2016		
Attention:	Todd Imboden / Shirley Taylor Williamson County Facilities	Building:	Williamson County
Address:	3101 SE Inner Loop	Address:	see attached list
City:	Georgetown, TX 78626-6317	Contract #:	see attached list
		Serial #:	see attached list

Rte#: 4 & 23

Purchaser authorizes ThyssenKrupp Elevator to perform the following described work on the subject elevators in the above referenced building:

Our records indicate the Annual Safety Test for your elevators are due by December 8, 2016. The following is our proposal to have the annual safety tests, as required by the State of Texas and the American National Standard Safety Code, witnessed by a QEI Inspector and certified with the State. This covers the cost of providing your choice of a QEI inspector from a list of TKE-approved vendors, plus coordination, notification, transportation, scheduling, handling, and processing.

The cost for providing the inspection and the additional services listed above will be $9,724.00. Inspection fees are not taxable. This does not include the filing fee for the Certificate of Compliance.

ThyssenKrupp Elevator will exercise caution and care in the performance of this testing, but will not be responsible for any damage done to the building structure or equipment occasioned by these tests.

IMPORTANT OWNER INFORMATION:

Once you have received your Inspection Report, you as the real property owner, or agent for the real property owner, are required by law to file a copy of each Inspection Report, one (1) per elevator or escalator, and a $20.00 filing fee per unit, with: The Commissioner of the Texas Department of Licensing and Regulation Executive Offices, P.O. Box 12157, Austin, Texas 78711. There is a 30-day period from the actual date of inspection to comply with the TDLR letter of code violations.

This Repair Order is submitted for acceptance within 30 days from the date executed by ThyssenKrupp Elevator.

Purchaser's acceptance of this Repair Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, and its approval by an executive officer of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Repair Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Repair Order.

No agent or employee shall have the authority to waive or modify any of the terms of this Agreement without the written approval of an authorized ThyssenKrupp Elevator manager.

AGREEMENT: unless otherwise stated, you agree to pay as follows: a minimum of ~~50% upon signed acceptance~~ and the balance upon completion. If this proposal meets with your approval, please **return one** (1) signed copy with your payment to the **Austin address** listed below.

Accepted: Please execute completely to ensure current contact information in our data base

WILLIAMSON COUNTY FACILITIES

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

Contact Person_____

Telephone No:_____ Ext:_____
Send report(s) to this
Email Address:_____

Advance Notice Required? Yes No

THYSSENKRUPP ELEVATOR CORPORATION
3615 Willow Springs Road
Austin, Texas 78704

By: Tana Harper
(ThyssenKrupp Elevator Representative)
Tana Harper, QEI Coordinator
(512) 486-1013, fax: (866) 768-9304
tana.harper@thyssenkrupp.com

Date: October 3, 2016

TKE Approval:_____

Title: Service Sales/Ops Mgr Date:_____

WILLIAMSON COUNTY
ELEVATOR EQUIPMENT
SAFETY TESTS DUE DURING THE MONTH OF DECEMBER 2016

CONTRACT #: US33672 (C201US)

JOB NAME AND ADDRESS	ELEV #		SERIAL #	US #	ELBI	DECAL #	CAPACITY	SPEED	PRICE
JUSTICE CENTER - SOUTH	1	DOVER OIL	EA3608	US90099	2654	013824	2500	125	$398
405 MARTIN LUTHER KING	2	DOVER OIL	EA3609	US90100		013823	2500	125	$398
GEORGETOWN 78626	3	DOVER OIL	EA3610	US90101		013822	2100	100	$398
	4	DOVER OIL	EA3611	US90102		043117	2100	100	$398
	5	DOVER OIL	EA3612	US90103		013821	2100	100	$398
JUSTICE CENTER - NORTH	6	TKE OIL	ER2073	US90388	18599	057609	5000	150	$398
405 MARTIN LUTHER KING	7	TKE OIL	ER2075	US90390		057608	3500	125	$398
GEORGETOWN 78626	8	TKE OIL	EV4307	US90521		057754	3500	125	$398
	9	TKE OIL	ER2074	US90389		057607	3500	125	$398
WILLIAMSON COUNTY JAIL	1	DOVER OIL	EA3613	US90104	2525	013814	3500	125	$398
508 S ROCK ST	2	DOVER OIL	EA3614	US90105		013813	4000	125	$398
GEORGETOWN 78626	3	DOVER OIL	EA3615	US90106		013820	4000	125	$398
	4	DOVER OIL	EA3616	US90107		013819	2500	125	$398
	5	DOVER OIL	EA3617	US90108		013818	4500	125	$398
JAIL EXPANSION	6	TKE OIL	EP1623	US90384	2525	055628	4500	150	$398
508 S ROCK ST	7	TKE OIL	EP1624	US90385		055649	2500	200	$398
GEORGETOWN 78626	8	TKE OIL	EP1625	US90386		055650	4500	200	$398
out of srvc per inspctn 1/22/07	9**	TKE OIL	N/A						
	10	TKE OIL	EP1626	US90387		055651	2500	200	$398
GARAGE	1G	TKE OIL	EP1627	US90325	16963	051476	3500	150	$398
305 W 4TH ST									
GEORGETOWN 78626									
PRECINCT 2, CEDAR PARK ANNEX	1	DOVER OIL	EH3580	US89519	12088	035115	2100	100	$398
350 DISCOVERY BLVD									
CEDAR PARK 78613									
TAYLOR ANNEX	1	DOVER OIL	EK0318	US89521	14247	043985	2500	95	$570
412 VANCE ST									
TAYLOR 76574									
HISTORY MUSEUM	1	TKE OIL	EP7846	US90326	17244	055617	2000	100	$398
716 S AUSTIN AVE									
GEORGETOWN 78626									
355 TEXAS	1	OTIS OIL	465076	TBD	16725	044548	2500	100	$398
355 TEXAS AVE									
ROUND ROCK 78664									
COURTHOUSE	1	SCHINDLER OIL	C643401	US313004	30170	065369	2100	150	$398
710 S MAIN ST									
GEORGETOWN 78626									
								TOTAL	$9,724

TOTAL PRICE FOR 24 ELEVATORS

Commissioners Court - Regular Session **49.**

Meeting Date: 11/29/2016

Approve the Extension on Belford Square Lease

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 extension of Belford Square Lease, 310 W 7th Street, Suite 103, Georgetown, Texas 78626, for the term of December 1, 2016 - November 30, 2017, with Sylvia Sanchez, owner of Free Me Bail Bonds.

Background

This is the final extension for this location. Rent is $514.09 per month, with $43.11 in property tax.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1 - Form 1295

2 - Renewal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/15/2016 12:19 PM
Form Started By: Sydney Richardson		Started On: 11/15/2016 10:16 AM
Final Approval Date: 11/15/2016		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-136183

Date Filed:
11/14/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Free Me Bail Bonds
Georgetown, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
15rfp107
Lease

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

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

6 AFFIDAVIT

RANDY GUERRA
Notary ID # 130770129
My Commission Expires
August 8, 2020

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sylvia Sanchez, this the 14 day of November, 2016, to certify which, witness my hand and seal of office.

Randy Guerra — Randy Guerra — Agent

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

AMENDMENT AND EXTENSION OF OFFICE LEASE AGREEMENT

THIS AMENDMENT AND EXTENSION OF OFFICE LEASE AGREEMENT (this "Amendment and Extension") is entered into between Williamson County, Texas ("Lessor"), and Sylvia Sanchez ("Lessee").

RECITALS:

WHEREAS, Lessor and Lessee entered into a certain Office Lease Agreement (the "Lease Agreement") commencing on December 1, 2014 for premises identified in the Lease Agreement as being 310 W. 7th Street, Suite 103, Georgetown, Texas 78626, (the "Premises");

WHEREAS, the Lessor and Lessee desire to extend the Lease Agreement for an additional one year term;

WHEREAS, pursuant to the terms of the Lease Agreement, the rent and amount of taxes must be increased for the Extended Term;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and provided that there is no uncured Event of Default under the Lease Agreement, the parties hereto agree, and the Lease is amended and extended as follows:

AGREEMENTS:

1. Definitions. All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement.

2. Extended Term. The Lease Agreement shall be extended for one additional year commencing on December 1, 2016 and ending at midnight on November 30, 2017 (the "Extended Term").

3. Rent for Extended Term. In accordance with Section 2., B. of the Lease Agreement, the rent for the Extended Term shall be **$514.09** to be payable in advance on the first day of each month in accordance with the terms of the Lease Agreement.

4. Percentage of Lessor's Entire Leasehold: Section 4.B.(1) of the Lease Agreement was revised in a prior amendment as follows:

> Lessee's proportionate share of the Taxes shall be computed by multiplying the Taxes by the percentage that the Leased Premises bears to the Lessor's Entire Leasehold. Based on the formula set forth in the preceding sentence, the Leased Premises area is **6.4%** of the Lessor's Entire Leasehold and such percentage shall be the basis for calculating the Lessee's proportionate share for purposes of reimbursement for Taxes.

5. Real Property Tax Reimbursement for Extended Term. In accordance with Section 4. of the Lease Agreement, Lessee shall pay **$43.11** each month as additional rent for Lessee's proportionate share of real property taxes during the Extended Term. Said amount shall be payable on the first day of each calendar month in accordance with the terms of the Lease Agreement.

6. Authority. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and Extension and to perform its obligations under the Lease Agreement; and the Lease Agreement and this Amendment and Extension are the valid, binding and enforceable obligations of such party.

7. Full Force and Effect. Lessee acknowledges that: (i) it is in possession of the Premises; (ii) the Lease Agreement, as modified herein, is in full force and effect; (iii) to the best of Lessee's knowledge, there are not any uncured defaults on the part of Lessor under the Lease Agreement; and (iv) to the best of Lessee's knowledge, there are no set-offs or defenses against the enforcement of any right or remedy of Lessor. Moreover, Lessee has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

8. Extent of Amendment and Extension. All other terms of the Lease Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of December 1, 2016.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

Sylvia Sanchez

By: _____

Printed Name: Sylvia Sanchez

Title: Agent/owner

Commissioners Court - Regular Session **50.**

Meeting Date: 11/29/2016

GeoTechnical Engineering Services by Raba Kistner for Parks & Recreation

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 the contract with Raba Kistner, for Geotechnical Engineering Services for Parks and Recreation for the River Ranch Park Phase I Improvement Project, for a maximum amount of $16,681.60 under RFQ1602-057-2.

Background

This contract provides engineering services by Raba Kistner for the River Ranch Park Phase I Improvement Project, under RFQ 1602-057-2.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Raba Kistner Engineering Services 1

Raba Kistner Engineering Services 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/16/2016 10:44 AM
Form Started By: Teri Jeffries		Started On: 11/15/2016 02:21 PM
Final Approval Date: 11/16/2016		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Raba Kistner Consultants, Inc. ("Engineer")**
ADDRESS: **Williamson County River Ranch Park, Liberty Hill, Texas**
PROJECT: **River Ranch Park Phase I Improvements ("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 **$16,681.60** (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 Facilities Department, to the attention of Dale Butler, Williamson County Facilities Project Manager. 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 Williamson County Facilities Project Manager, Dale Butler, 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.

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[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.

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Facilities
Attn: Dale Butler
3101 SE Inner Loop
Georgetown, Texas 78626

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

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

Gabriel Ornelas, Jr., P.E.
Raba Kistner Consultants, Inc.
8100 Cameron Road, Suite B-150
Austin, Texas 78754

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 Facilities
   Attn: Dale Butler
   3101 SE Inner Loop
   Georgetown, Texas 78626

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

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

ARTICLE 26
COPYRIGHTS

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

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

With copy to: Williamson County Facilities
Attn: Dale Butler
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: Gabriel Ornelas, Jr., P.E.
Raba Kistner Consultants, Inc.
8100 Cameron Road, Suite B-150
Austin, Texas 78754

ARTICLE 32
GENERAL PROVISIONS

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

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

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

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

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

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

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

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

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

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

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

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

RABA KISTNER CONSULTANTS, INC.

By _____
Gabriel Ornelas, Jr., P.E.

Title: Vice President

Date: November 11th, 2016

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

RABA KISTNER CONSULTANTS, INC.
Name of Firm

Gabriel Ornelas
Signature of Certifying Official

Gabriel Ornelas, Jr.
Printed Name of Certifying Official

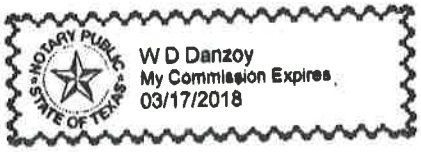
Vice President
Title of Certifying Official

November 11, 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 Gabriel Ornelas, Jr. the Vice President of RobaKistner Consultants, Inc on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: 03/17/2018

EXHIBIT B

ENGINEERING SERVICES

Engineer will provide the geotechnical Engineering Services as describe and identified in this **Exhibit B.**

Project Description

The Project being considered is the development of a county park located off of County Road 282 in Williamson County, Texas. The Project will consist of roadways comprised of asphaltic paving and all-weather, "caliche"-type roads. There may be other low volume pedestrian and vehicle pathways that could also be comprised of asphalt pavement. Guest parking and overnight RV parking is also planned for the Project.

In addition, the park will have other structures and amenities, including a residence structure with a maintenance building, several bathrooms, a pre-manufactured engineered metal pavilion at the equestrian center, a children's play court, an RV dump site, and a gate/entrance house. The bathrooms will require an on-site sewage system that may include septic drain fields.

Field Study

Engineer will drill a total of eighteen (18) borings to a depth of 10 ft. below the existing ground surface. The borings will be placed along the alignment of the roadway and at building site locations. The borings are spaced at roughly 1,000 linear ft. across the Project alignment. The borings will be drilled to a depth of 15 ft. at the structure sites (6 each) and 10 ft. below the ground surface, or to auger refusal, whichever occurs first at the roadways and parking lots.

Samples will be taken using conventional split-spoon/Shelby-tube sampling techniques. Borings will be located in the field utilizing a recreation grade hand-held GPS device and/or tape and right angle measurements from existing benchmarks. Engineer's scope of service does not include surveying in the boring locations.

The borings will be backfilled utilizing auger cuttings and bentonite hole plug. If the borings are drilled through existing asphalt or concrete pavements, the bore holes extending through the pavement materials will be backfilled with either cold-mix patching compound or concrete.

Infiltration Testing

Based on conversations with County's Landscape Architect, Design Work Shop, Engineer understands that an on-site sewer system consisting of septic drain fields will be required to support the new bathrooms. It is possible that the Landscape Architect will need testing to evaluate the infiltration rate of the existing subgrade soils. The exact number and location of the infiltration testing is unknown at this time. Engineer has assumed that a minimum of four (4) infiltration tests

will need to be performed; provided, however, such number is only an estimate based on current facts.

The infiltration testing would be performed with an Amoozemeter in accordance with the City of Austin Environmental Criteria Manual for infiltration testing of the in-situ soils.

Engineering Report

The field and laboratory phases of the study will be reviewed by Engineer's staff of engineers and geologists. The results of Engineer's review, together with the supporting field and laboratory data, will be presented in a written, engineering report. Included therein will be recommendations concerning the design and construction of foundations for the proposed structures and pavement design. RKCI will require ongoing interaction with the Project Landscape Architect to obtain pertinent data necessary to complete the engineering report. The Geotechnical Engineering Report may include the following information and recommendations, if applicable:

- A summary of the field and laboratory sampling and testing program;
- Boring logs and laboratory testing results
- A review of general site conditions including descriptions of the site, the subsurface stratigraphy, groundwater conditions, and the presence and condition of fill materials, if encountered.
- Foundation design considerations and recommendations, including:
    - expansive, soil-related movements using an empirical method for predicting Potential Vertical Rise (PVR) developed by the Texas Department of Transportation;
    - methods for reducing expansive, soil-related movements;
    - types of shallow foundations;
    - estimates of foundation settlements;
    - allowable bearing capacities; and
    - Retaining wall recommendations, if required.
- Foundation construction considerations, including:
    - site preparation;
    - select fill materials; if required;
    - criteria for foundation construction;
    - potential reuse of on-site materials as select fill materials and fill placement compaction; and
    - shallow excavation considerations.
- Pavement Design Recommendations to include pavement thickness for flexible, rigid, and "caliche" paving.

Since site grading plans can result in changes in the foundation subgrade conditions, final site grading plans will be helpful information in the preparation of engineering recommendations. In

the absence of site grading information, Engineer will prepare recommendations based on the existing topography.

The final report will be reproduced in 1, spirally-bound copy and an electronic PDF will be delivered via email.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

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

Principal	$200.00
Senior Engineer/Consultant	$200.00
Project Manager	$175.00
Project Engineer	$135.00
Engineer	$100.00
Engineer in Training	$90.00
Geotechnical Technician	$60.00
CADD Operator	$80.00
Clerical	$55.00
Geologist	$110.00
Environmental Scientist	$105.00
Lead Technician	$60.00
CMT Technician	$50.00
Archaeologist	$110.00
GIS	$90.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose
     - 7.2.1.4 Name of traveler(s)
     - 7.2.1.5 Correspondence that verifies business purpose of the expense
   - 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
   - 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
   - 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
   - 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
   - 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
   - 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
   - 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
   - 7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2016

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

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

PRODUCER Wortham San Antonio Inc. 131 Interpark Blvd. San Antonio, TX 78216	CONTACT NAME: Cindy Rains		
	PHONE (A/C, No, Ext): 210-249-2325	FAX (A/C, No): 210-223-2806	
	E-MAIL ADDRESS: cindy.rains@worthaminsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
www.worthaminsurance.com	INSURER A : Allied World Assurance Company (US) Inc		19489
INSURED Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 32803687 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Claims Made Policy Form			03097073	7/18/2016	7/18/2017	$2,000,000 Each Claim $2,000,000 Aggregate	

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

Project: AAA16-084-00 River Ranch Park

CERTIFICATE HOLDER

Williamson County
3151 SE Inner Loop, Ste B
Georgetown TX 78701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE John L. Wortham & Son L.P.

John L. Wortham & Son, L.P.

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AGENCY CUSTOMER ID: 22RABAKCON

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Wortham San Antonio Inc.		Raba Kistner Inc 12821 W Golden Ln San Antonio TX 78249
POLICY NUMBER		
03097073		
CARRIER	NAIC CODE	EFFECTIVE DATE: 7/18/2016
Allied World Assurance Company (US) Inc	19489	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Williamson County

ADDRESS: 3151 SE Inner Loop, Ste B Georgetown TX 78701

Additional Named Insureds:

Raba Kistner Consultants Inc
Raba Kistner Infrastructure Inc
Raba Kistner Environmental Inc
Raba Kistner Facilities Inc
Raba Ingenieros S. de R. L. de C. V.
Project Control of Texas Inc

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ATTACHMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/11/2016

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

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

PRODUCER
Catto & Catto LLP
One Alamo Center
106 S. St. Mary's Street, Ste. 800
San Antonio TX 78205

CONTACT NAME: Nancy Pruski
PHONE (A/C, No, Ext): 210-222-2161 x 262
FAX (A/C, No): 210-222-1618
E-MAIL ADDRESS: npruski@catto.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity of America	25666
INSURER B : Travelers Casualty Ins Co of	19046
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Raba Kistner Inc.
P.O. Box 690287
San Antonio TX 78269-0287

COVERAGES **CERTIFICATE NUMBER:** 1117257087 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			630-6H263592-TAI-16	10/1/2016	10/1/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Contract. Liab.						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
							Deductible	$0
A	AUTOMOBILE LIABILITY			P-810-6H263592-TAI-16	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		UB-6H31004A-43-G	10/1/2016	10/1/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Auto Physical Damage			P-810-6H263592-TIA-16	10/1/2016	10/1/2017	Comp. Deductible Collision Deductible	$1,000 $1,000

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

Named Insureds: Raba Kistner, Inc dba Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc, Raba Kistner Facilities, Inc., Raba Kistner Infrastructure and Raba Ingenieros S. de R.L. de C.V.

Project Name: PSA North Campus - Materials Testing and Inspections

See Attached...

CERTIFICATE HOLDER

Williamson County
3151 SE Inner Loop, Suite B
Georgetown TX 78701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Catto & Catto LLP	Raba Kistner Inc. P.O. Box 690287 San Antonio TX 78269-0287
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Auto Liability policy includes a blanket automatic additional insured endorsement provision that provides additional insured status to the parties listed in said contract when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability, Auto Liability and Workers Compensation policy includes a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Auto policy includes a blanket notice of cancellation to certificate holders endorsement providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

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POLICY NUMBER: P-810-6H263592-TIA-16

COMMERCIAL AUTO
ISSUE DATE: 10-07-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company: TRAVELERS INDEMNITY COMPANY OF AMERICA

Policy Number: P-810-6H263592-TIA-16 **Effective Date:** 10-01-16

Expiration Date: 10-01-17

Named Insured: RABA KISTNER, INC.
AND AS PER IL T8 00

Address: P.O.BOX 690287

SAN ANTONIO TX 78269-0287

Additional Insured (Lessor):

Address:

Designation Or Description Of "Leased Autos":

ANY "AUTO" LEASED FOR A PERIOD OF SIX MONTHS OR MORE
UNDER A LEASING CONTRACT OR AGREEMENT THAT REQUIRES
YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

Coverages	Limit Of Insurance	
Covered Autos Liability	$ 1,000,000	Each "Accident"
Comprehensive	$ SEE ILT825	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Collision	$ SEE ILT825	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	$	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**
B. **BLANKET ADDITIONAL INSURED**
C. **EMPLOYEE HIRED AUTO**
D. **EMPLOYEES AS INSURED**
E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
G. **WAIVER OF DEDUCTIBLE – GLASS**
H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
M. **BLANKET WAIVER OF SUBROGATION**
N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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POLICY NUMBER: P-630-6H263592-TIA-16 ISSUE DATE: 10-06-16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM
CONTINUED ON IL T8 03

ADDRESS:

P.O.BOX 690287
CONTINUED ON IL T8 03
SAN ANTONIO
TX
78269-0287

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**), Paragraph **4. (Other Insurance)**, is amended as follows:

1. The following is added to Paragraph **a. Primary Insurance:**

   However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

   a. The "bodily injury" or "property damage" for which coverage is sought occurs; and

   b. The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense committed

   subsequent to the signing and execution of that contract or agreement by you.

2. The first Subparagraph **(2)** of Paragraph **b. Excess Insurance** regarding any other primary insurance available to you is deleted.

3. The following is added to Paragraph **b. Excess Insurance**, as an additional subparagraph under Subparagraph **(1)**:

   That is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRY*EDGE* SM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- **A.** Broadened Named Insured
- **B.** Incidental Medical Malpractice
- **C.** Reasonable Force – Bodily Injury Or Property Damage
- **D.** Non-Owned Watercraft – Increased To Up To 75 feet
- **E.** Aircraft Chartered With Pilot
- **F.** Extension Of Coverage – Damage To Premises Rented To You
- **G.** Personal Injury – Assumed by Contract
- **H.** Increased Supplementary Payments
- **I.** Additional Insured – Owner, Manager Or Lessor Of Premises
- **J.** Additional Insured – Lessor Of Leased Equipment
- **K.** Additional Insured – State Or Political Subdivisions – Permits Relating To Premises
- **L.** Additional Insured – State Or Political Subdivisions – Permits Relating To Operations
- **M.** Who Is An Insured – Newly Acquired Or Formed Organizations
- **N.** Injury To Co-Employees And Co-Volunteer Workers
- **O.** Medical Payments Limit
- **P.** Knowledge And Notice Of Occurrence Or Offense
- **Q.** Other Insurance Condition
- **R.** Unintentional Omission
- **S.** Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract
- **T.** Amended Bodily Injury Definition
- **U.** Amended Insured Contract Definition – Railroad Easement
- **V.** Additional Definition – Written Contract Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item **1.** of the Declarations is amended as follows:

The person or organization named in Item **1.** of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

   Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission

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committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

   a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.

   b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to **Paragraph 2.a.(1)** of **SECTION II – WHO IS AN INSURED**

   Paragraphs **(1) (a), (b), (c)** and **(d)** above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph **1.** above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) Less than 75 feet long; and

   (b) Not being used to carry any person or property for a charge.

2. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

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E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured; and

(b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Fire;

   b. Explosion;

   c. Lightning;

   d. Smoke resulting from such fire, explosion, or lightning; or

   e. Water.

   A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Rupture, bursting, or operation of pressure relief devices;

   b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or

   c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be the higher of:

   a. $300,000; or

   b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY – ASSUMED BY CONTRACT

The following replaces Exclusion **e., Contractual Liability** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

H. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".

2. The insurance provided to such additional insured under this Provision **I.** is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply to:

      (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

      (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

      (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision **I.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision **J.** is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

      (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

      (2) If the equipment is leased with an operator.

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3. This Provision **J.** does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.a.** of **SECTION II – WHO IS AN INSURED**:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs **2.a.(1)(a)**, **(b)** and **(c)** and **3.a.** of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph **1.** or **2.** above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or
b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or**

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Suit of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph **4., Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   4. Other Insurance

   If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

   a. Primary Insurance

   This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in **c.** below.

   b. Excess Insurance

   This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

   (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

   (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

   (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability; or

   (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

   When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

   When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

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(2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

2. The following definition is added to **SECTION V – DEFINITIONS**:

"Other insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

(1) Another insurance company;

(2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph **5.** of **LIMITS OF INSURANCE** (Section **III**) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph **4.** of **LIMITS OF INSURANCE** (Section **III**) applies;

(3) Any risk retention group;

(4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or

(5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph **6. Representations** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision **R.** does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a "written contract requiring insurance" entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a per-

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son, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:

   c. Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-6H31004A-16-43-G

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
   Name of person or organization

   ☒ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL TEXAS OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be 0.02 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described..

4. Advance Premium: $ SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____ Policy No. _____ Endorsement No. _____
Insured _____ Premium _____

Insurance Company _____ Countersigned by _____

DATE OF ISSUE: 10-06-16 ST ASSIGN:

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Commissioners Court - Regular Session **51.**

Meeting Date: 11/29/2016

Truck Mounted Excavator from Waukesha-Pearce Industries

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 the purchase of a Gradall Truck mounted Excavator for the Roads and Bridges Department in the amount of $328,156.75, under BuyBoard cooperative contract #424-13.

Background

This approval is for the purchase of a Gradall XL3100V 4x4 truck mounted excavator with 60" bucket from Waukesha Pearce Industries, Inc. in the amount of $328,156.75 under BuyBoard Contract #424-13.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waukesha Pearce Buyboard Quote

Excavator quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/16/2016 10:44 AM
Form Started By: Teri Jeffries		Started On: 11/15/2016 03:05 PM
Final Approval Date: 11/16/2016		

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
HM300-6	**KOMATSU**	**2**	**ARTICULATED TRUCK**	332 HP Tier 4, 30.1 Ton Payload Capacity, BASE UNIT ONLY - ADD Mandatory Accessories & Options. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	53,000	$669,915.00	35.00%	$234,470.25	**$435,444.75**	http://www.wpi.com/new_vehicle_list.asp?DispType=7646&Desc=&ModelYear=2012&Manufacturer=2584&Category=105&CatDesc=Dump+Trucks&show=all
HM400-5	**KOMATSU**	**2**	**ARTICULATED TRUCK**	473 HP Tier 4, 40.2 Ton Payload Capacity, BASE UNIT ONLY - ADD Mandatory Accessories & Options. Includes Komtrax Monitoring & Komatsu CARE	EA	1	71,560	$966,597.00	35.00%	$338,308.95	**$628,288.05**	http://www.wpi.com/new_vehicle_list.asp?DispType=7646&Desc=&ModelYear=2012&Manufacturer=2584&Category=105&CatDesc=Dump+Trucks&show=all
BW266AD-4	**BOMAG**	**3**	**VIBRATORY TANDEM ROLLER**	66" Width, 24000 lbs Operating Weight, 37586 MAX CF, 130 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	37,586	$154,161.00	22.00%	$33,915.42	**$120,245.58**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW278AD-4 AM	**BOMAG**	**3**	**VIBRATORY TANDEM ROLLER**	78" Width w/ "Asphalt Manager", 26523 lbs Operating Weight, 40755 MAX CF, 130 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	26,253	$181,901.00	22.00%	$40,018.22	**$141,882.78**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW284AD	**BOMAG**	**3**	**VIBRATORY TANDEM ROLLER**	**Discontinued**								
MDD1200	**GENERAC**	**14**	**Generator Package, Standby 1200 KW Diesel, Multiple MPS Units**	1200 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	24,902	$303,395.18	20.00%	$60,679.04	**$242,716.14**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDG1200	**GENERAC**	**14**	**Generator Package, Standby 1200 KW NG, Multiple MPS Units**	1200 KW Modular Power System Packaged Generator Sets (Multiple Units), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	34,312	$457,989.34	20.00%	$91,597.87	**$366,391.47**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDD1500	**GENERAC**	**14**	**Generator Package, Standby 1500 KW Diesel, Multiple MPS Units**	1500 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	36,010	$322,772.55	20.00%	$64,554.51	**$258,218.04**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MDG1500	**GENERAC**	**14**	**Generator Package, Standby 1500 KW NG, Multiple MPS Units**	1500 KW Modular Power System Packaged Generator Sets (Multiple Units), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	42,890	$571,258.18	20.00%	$114,251.64	**$457,006.54**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDD2000	**GENERAC**	**14**	**Generator Package, Standby 2000 KW Diesel, Multiple MPS Units**	2000 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	47,836	$423,811.42	20.00%	$84,762.28	**$339,049.14**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDD2500	**GENERAC**	**14**	**Generator Package, Standby 2500 KW Diesel, Multiple MPS Units**	2500 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	59,662	$534,678.26	20.00%	$106,935.65	**$427,742.61**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDD3000	**GENERAC**	**14**	**Generator Package, Standby 3000 KW Diesel, Multiple MPS Units**	3000 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	59,684	$746,202.98	20.00%	$149,240.60	**$596,962.38**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDG0400	**GENERAC**	**14**	**Generator Package, Standby 400 KW NG, Multiple MPS Units**	400 KW Modular Power System Packaged Generator Sets (Multiple Units), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	13,154	$176,577.47	20.00%	$35,315.49	**$141,261.98**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDG0500	**GENERAC**	**14**	**Generator Package, Standby 500 KW NG, Multiple MPS Units**	500 KW Modular Power System Packaged Generator Sets (Multiple Units), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	15,076	$223,626.47	20.00%	$44,725.29	**$178,901.18**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MDD0600	**GENERAC**	**14**	**Generator Package, Standby 600 KW Diesel, Multiple MPS Units**	600 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	18,358	$165,883.53	20.00%	$33,176.71	**$132,706.82**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDG0600	**GENERAC**	**14**	**Generator Package, Standby 600 KW NG, Multiple MPS Units**	600 KW Modular Power System Packaged Generator Sets (Multiple Units), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	17,156	$231,451.66	20.00%	$46,290.33	**$185,161.33**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDD0700	**GENERAC**	**14**	**Generator Package, Standby 700 KW Diesel, Multiple MPS Units**	700 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	18,358	$180,622.37	20.00%	$36,124.47	**$144,497.90**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDD0800	**GENERAC**	**14**	**Generator Package, Standby 800 KW Diesel, Multiple MPS Units**	800 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	18,429	$196,012.76	20.00%	$39,202.55	**$156,810.21**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDD0900	**GENERAC**	**14**	**Generator Package, Standby 900 KW Diesel, Multiple MPS Units**	900 KW Modular Power System Packaged Generator Sets (Multiple Units), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	27,412	$246,368.31	20.00%	$49,273.66	**$197,094.65**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MDG0900	**GENERAC**	**14**	**Generator Package, Standby 900 KW NG, Multiple MPS Units**	900 KW Modular Power System Packaged Generator Sets (Multiple Units), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	25,734	$344,720.50	20.00%	$68,944.10	**$275,776.40**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MMG150	**MAGNUM**	**14**	**Generator, Mobile, 106kw/116kw (1/3 Phase)**	Generator, Mobile, 106kw/116kw (1/3 Phase) Skid Mount, Deere Tier 3 Flex (T3) Engine	EA	1	TBD	$71,276.00	34.00%	$24,233.84	**$47,042.16**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG175	**MAGNUM**	**14**	**Generator, Mobile, 120kw/138kw (1/3 Phase)**	Generator, Mobile, 120kw/138kw (1/3 Phase) Skid Mount, Deere Interim Tier 4 (IT4) Engine	EA	1	TBD	$99,980.00	34.00%	$33,993.20	**$65,986.80**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG185	**MAGNUM**	**14**	**Generator, Mobile, 137kw/162kw (1/3 Phase)**	Generator, Mobile, 137kw/162kw (1/3 Phase) Skid Mount, Deere Tier 3 Flex (T3) Engine	EA	1	TBD	$83,842.00	34.00%	$28,506.28	**$55,335.72**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG205	**MAGNUM**	**14**	**Generator, Mobile, 142kw/164kw (1/3 Phase)**	Generator, Mobile, 142kw/164kw (1/3 Phase) Skid Mount, Deere Interim Tier 4 (IT4) Engine	EA	1	TBD	$108,895.00	34.00%	$37,024.30	**$71,870.70**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG25	**MAGNUM**	**14**	**Generator, Mobile, 15kw/18kw (1/3 Phase)**	Generator, Mobile, 15kw/18kw (1/3 Phase), Flip-hood design, Skid Mount, Isuzu Interim Tier 4	EA	1	TBD	$25,200.00	34.00%	$8,568.00	**$16,632.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG235	**MAGNUM**	**14**	**Generator, Mobile, 186kw(3 Phase)**	Generator, Mobile, 186kw(3 Phase) Skid Mount, Deere Tier 3 Flex (T3) Engine	EA	1	TBD	$92,473.00	34.00%	$31,440.82	**$61,032.18**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG320	**MAGNUM**	**14**	**Generator, Mobile, 256kw(3 Phase)**	Generator, Mobile, 256kw(3 Phase) Skid Mount, Deere Tier 3 Flex Engine	EA	1	TBD	$126,484.00	34.00%	$43,004.56	**$83,479.44**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG35	**MAGNUM**	**14**	**Generator, Mobile, 25kw/26kw (1/3 Phase)**	Generator, Mobile, 25kw/26kw (1/3 Phase), Flip-hood design, Skid Mount, Isuzu Interim Tier 4	EA	1	TBD	$28,900.00	34.00%	$9,826.00	**$19,074.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG330	**MAGNUM**	**14**	**Generator, Mobile, 263kw(3 Phase)**	Generator, Mobile, 263kw(3 Phase) Skid Mount, Deere Interim Tier 4 Engine	EA	1	TBD	$153,900.00	34.00%	$52,326.00	**$101,574.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG45	**MAGNUM**	**14**	**Generator, Mobile, 30kw/33kw (1/3 Phase)**	Generator, Mobile, 30kw/33kw (1/3 Phase), Flip-hood design, Skid Mount, Isuzu Interim Tier 4	EA	1	TBD	$32,500.00	34.00%	$11,050.00	**$21,450.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG465	**MAGNUM**	**14**	**Generator, Mobile, 373kw(3 Phase)**	Generator, Mobile, 373kw(3 Phase)Skid Mount, Deere Tier 3 Flex Engine	EA	1	TBD	$199,990.00	34.00%	$67,996.60	**$131,993.40**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG405	**MAGNUM**	**14**	**Generator, Mobile, 405kw(3 Phase)**	Generator, Mobile, 405kw(3 Phase) Skid Mount, Deere Tier 3 Flex Engine	EA	1	TBD	$168,896.00	34.00%	$57,424.64	**$111,471.36**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG75	**MAGNUM**	**14**	**Generator, Mobile, 56kw/62kw (1/3 Phase)**	Generator, Mobile, 56kw/62kw (1/3 Phase), Skid Mount, Deere Interim Tier 4 (IT4) Engine	EA	1	TBD	$64,825.00	34.00%	$22,040.50	**$42,784.50**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG100-T3	**MAGNUM**	**14**	**Generator, Mobile, 71kw/78kw (1/3 Phase)**	Generator, Mobile, 71kw/78kw (1/3 Phase) Skid Mount, Deere Tier 3 Flex (T3) Engine	EA	1	TBD	$50,200.00	34.00%	$17,068.00	**$33,132.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG100-T4	**MAGNUM**	**14**	**Generator, Mobile, 71kw/78kw (1/3 Phase)**	Generator, Mobile, 71kw/78kw (1/3 Phase), Skid Mount, Deere Interim Tier 4 (IT4) Engine	EA	1	TBD	$69,800.00	34.00%	$23,732.00	**$46,068.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MLG8	**MAGNUM**	**14**	**Generator, Mobile, 8.1kw(1 Phase)**	Generator, Mobile, 8.1kw(1 Phase) Trailer Mount, 2" Ball Hitch, Kubota Tier IV	EA	1	TBD	$14,358.00	34.00%	$4,881.72	**$9,476.28**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MMG120	**MAGNUM**	**14**	**Generator, Mobile, 85kw/93kw (1/3 Phase)**	Generator, Mobile, 85kw/93kw (1/3 Phase) Skid Mount, Deere Tier 3 Flex (T3) Engine	EA	1	TBD	$60,250.00	34.00%	$20,485.00	**$39,765.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MMG130	**MAGNUM**	**14**	**Generator, Mobile, 90kw/98kw (1/3 Phase)**	Generator, Mobile, 90kw/98kw (1/3 Phase) Skid Mount, Deere Interim Tier 4 (IT4) Engine	EA	1	TBD	$71,276.00	34.00%	$24,233.84	**$47,042.16**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MLG15	**MAGNUM**	**14**	**Generator, Mobile,13kw(1 Phase)**	Generator, Mobile,13kw(1 Phase) Trailer Mount, 2" Ball Hitch, Mitsubishi Tier IV	EA	1	TBD	$17,672.00	34.00%	$6,008.48	**$11,663.52**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MLG25	**MAGNUM**	**14**	**Generator, Mobile,15kw/18kw (1/3 Phase)**	Generator, Mobile,15kw/18kw (1/3 Phase) Trailer Mount, 2" Ball Hitch, Isuzu Interim Tier IV	EA	1	TBD	$21,726.00	34.00%	$7,386.84	**$14,339.16**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MLG20	**MAGNUM**	**14**	**Generator, Mobile,19kw(1 Phase)**	Generator, Mobile,19kw(1 Phase) Trailer Mount, 2" Ball Hitch, Isuzu Interim Tier IV	EA	1	TBD	$19,502.00	34.00%	$6,630.68	**$12,871.32**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0010	**GENERAC**	**14**	**Generator, Standby 10 KW Diesel**	10 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	2,842	$22,220.55	20.00%	$4,444.11	**$17,776.44**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0100	**GENERAC**	**14**	**Generator, Standby 100 KW Diesel**	100 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	4,663	$31,691.63	20.00%	$6,338.33	**$25,353.30**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0100	**GENERAC**	**14**	**Generator, Standby 100 KW NG/LP**	100 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	4,772	$32,536.92	20.00%	$6,507.38	**$26,029.54**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MG0100	**GENERAC**	**14**	**Generator, Standby 100 KW NG/LP, MPS Additional Unit**	100 KW Modular Power System Generator Set (Additional Unit),NG/LP, Three Phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	TBD	$36,560.27	20.00%	$7,312.05	**$29,248.22**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
PMG0100	**GENERAC**	**14**	**Generator, Standby 100 KW NG/LP, MPS Provisional Unit**	100 KW Modular Power System Generator Set (Provisional Unit), NG/LP, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	TBD	$40,615.44	20.00%	$8,123.09	**$32,492.35**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MD1000	**GENERAC**	**14**	**Generator, Standby 1000 KW Gemini, Single Unit**	1000 KW Generator Set, Diesel, Single unit with dual generators packaged together, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	21,000	$251,698.66	20.00%	$50,339.73	**$201,358.93**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0130	**GENERAC**	**14**	**Generator, Standby 130 KW Diesel**	130 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	4,663	$39,634.97	20.00%	$7,926.99	**$31,707.98**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0130	**GENERAC**	**14**	**Generator, Standby 130 KW NG/LP**	130 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	3,100	$37,653.55	20.00%	$7,530.71	**$30,122.84**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MG0130	**GENERAC**	**14**	**Generator, Standby 130 KW NG/LP, MPS Additional Unit**	130 KW Modular Power System Generator Set (Additional Unit),NG/LP, Three Phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	3,100	$41,731.06	20.00%	$8,346.21	**$33,384.85**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMG0130	**GENERAC**	**14**	**Generator, Standby 130 KW NG/LP, MPS Provisional Unit**	130 KW Modular Power System Generator Set (Provisional Unit), NG/LP, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	3,100	$45,786.23	20.00%	$9,157.25	**$36,628.98**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
SD0015	**GENERAC**	**14**	**Generator, Standby 15 KW Diesel**	15 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	2,842	$22,220.55	20.00%	$4,444.11	**$17,776.44**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0150	**GENERAC**	**14**	**Generator, Standby 150 KW Diesel**	150 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	5,629	$42,947.94	20.00%	$8,589.59	**$34,358.35**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0150-12.9L	**GENERAC**	**14**	**Generator, Standby 150 KW NG**	150 KW Generator Set, NG, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	6,577	$68,184.19	20.00%	$13,636.84	**$54,547.35**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMG0150-12.9L	**GENERAC**	**14**	**Generator, Standby 150 KW NG, MPS Provisional Unit**	150 KW Modular Power System Generator Set (Provisional Unit), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	6,577	$76,852.18	20.00%	$15,370.44	**$61,481.74**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0150-6.8L	**GENERAC**	**14**	**Generator, Standby 150 KW NG/LP**	150 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	3,790	$42,336.61	20.00%	$8,467.32	**$33,869.29**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MG0150	**GENERAC**	**14**	**Generator, Standby 150 KW NG/LP, MPS Additional Unit**	150 KW Modular Power System Generator Set (Additional Unit),NG/LP, Three Phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	3,790	$46,592.98	20.00%	$9,318.60	**$37,274.38**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
PMG0150-6.8L	**GENERAC**	**14**	**Generator, Standby 150 KW NG/LP, MPS Provisional Unit**	150 KW Modular Power System Generator Set (Provisional Unit), NG/LP, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	3,790	$50,648.15	20.00%	$10,129.63	**$40,518.52**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0175	**GENERAC**	**14**	**Generator, Standby 175 KW Diesel**	175 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	5,629	$47,159.16	20.00%	$9,431.83	**$37,727.33**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0175	**GENERAC**	**14**	**Generator, Standby 175 KW NG**	175 KW Generator Set, NG, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	6,577	$77,862.42	20.00%	$15,572.48	**$62,289.94**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0020	**GENERAC**	**14**	**Generator, Standby 20 KW Diesel**	20 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	2,842	$23,014.63	20.00%	$4,602.93	**$18,411.70**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0200	**GENERAC**	**14**	**Generator, Standby 200 KW Diesel**	200 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	7,321	$52,075.56	20.00%	$10,415.11	**$41,660.45**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0200	**GENERAC**	**14**	**Generator, Standby 200 KW NG**	200 KW Generator Set, NG, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	6,577	$83,690.65	20.00%	$16,738.13	**$66,952.52**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MG0200	**GENERAC**	**14**	**Generator, Standby 200 KW NG, MPS Additional Unit**	200 KW Modular Power System Generator Set (Additional Unit),NG, Three Phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	6,577	$86,690.56	20.00%	$17,338.11	**$69,352.45**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMG0200	**GENERAC**	**14**	**Generator, Standby 200 KW NG, MPS Provisional Unit**	200 KW Modular Power System Generator Set (Provisional Unit), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	6,577	$90,745.73	20.00%	$18,149.15	**$72,596.58**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0230	**GENERAC**	**14**	**Generator, Standby 230 KW Diesel**	230 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	7,321	$60,274.73	20.00%	$12,054.95	**$48,219.78**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0230	**GENERAC**	**14**	**Generator, Standby 230 KW NG**	230 KW Generator Set, NG, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	7,538	$104,954.68	20.00%	$20,990.94	**$83,963.74**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0025	**GENERAC**	**14**	**Generator, Standby 25 KW Diesel**	25 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	2,842	$23,947.00	20.00%	$4,789.40	**$19,157.60**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0250	**GENERAC**	**14**	**Generator, Standby 250 KW Diesel**	250 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	7,321	$62,120.18	20.00%	$12,424.04	**$49,696.14**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0250	**GENERAC**	**14**	**Generator, Standby 250 KW NG**	250 KW Generator Set, NG, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	7,538	$105,995.00	20.00%	$21,199.00	**$84,796.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MG0250	**GENERAC**	**14**	**Generator, Standby 250 KW NG, MPS Additional Unit**	250 KW Modular Power System Generator Set (Additional Unit),NG, Three Phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	7,538	$110,215.06	20.00%	$22,043.01	**$88,172.05**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMG0250	**GENERAC**	**14**	**Generator, Standby 250 KW NG, MPS Provisional Unit**	250 KW Modular Power System Generator Set (Provisional Unit), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	7,538	$114,270.23	20.00%	$22,854.05	**$91,416.18**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0275	**GENERAC**	**14**	**Generator, Standby 275 KW Diesel**	275 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,054	$63,707.53	20.00%	$12,741.51	**$50,966.02**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0275	**GENERAC**	**14**	**Generator, Standby 275 KW NG**	275 KW Generator Set, NG, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	8,578	$107,623.73	20.00%	$21,524.75	**$86,098.98**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0030	**GENERAC**	**14**	**Generator, Standby 30 KW Diesel**	30 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	2,842	$24,246.34	20.00%	$4,849.27	**$19,397.07**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0300	**GENERAC**	**14**	**Generator, Standby 300 KW Diesel**	300 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,054	$66,581.24	20.00%	$13,316.25	**$53,264.99**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MD0300	**GENERAC**	**14**	**Generator, Standby 300 KW Diesel, MPS Additional Unit**	300 KW Modular Power System Generator Set (Additional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,054	$81,343.60	20.00%	$16,268.72	**$65,074.88**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMD0300	**GENERAC**	**14**	**Generator, Standby 300 KW Diesel, MPS Provisional Unit**	300 KW Modular Power System Generator Set (Provisional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,304	$85,398.76	20.00%	$17,079.75	**$68,319.01**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0300	**GENERAC**	**14**	**Generator, Standby 300 KW NG**	300 KW Generator Set, NG, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	8,578	$109,454.37	20.00%	$21,890.87	**$87,563.50**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MG0300	**GENERAC**	**14**	**Generator, Standby 300 KW NG, MPS Additional Unit**	300 KW Modular Power System Generator Set (Additional Unit),NG, Three Phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	8,578	$114,127.66	20.00%	$22,825.53	**$91,302.13**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMG0300	**GENERAC**	**14**	**Generator, Standby 300 KW NG, MPS Provisional Unit**	300 KW Modular Power System Generator Set (Provisional Unit), NG, Three Phase, Standby use only, pad mount only, Standard Enclosure, Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	8,578	$118,182.82	20.00%	$23,636.56	**$94,546.26**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0035	**GENERAC**	**14**	**Generator, Standby 35 KW Diesel**	35 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	2,570	$24,246.34	20.00%	$4,849.27	**$19,397.07**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
SG0035	**GENERAC**	**14**	**Generator, Standby 35 KW NG/LP**	35 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	2,100	$17,200.32	20.00%	$3,440.06	**$13,760.26**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0350	**GENERAC**	**14**	**Generator, Standby 350 KW Diesel**	350 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,054	$74,137.03	20.00%	$14,827.41	**$59,309.62**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MD0350	**GENERAC**	**14**	**Generator, Standby 350 KW Diesel, MPS Additional Unit**	350 KW Modular Power System Generator Set (Additional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,054	$83,799.03	20.00%	$16,759.81	**$67,039.22**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMD0350	**GENERAC**	**14**	**Generator, Standby 350 KW Diesel, MPS Provisional Unit**	350 KW Modular Power System Generator Set (Provisional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,304	$87,854.19	20.00%	$17,570.84	**$70,283.35**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0040	**GENERAC**	**14**	**Generator, Standby 40 KW Diesel**	40 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	2,570	$24,246.34	20.00%	$4,849.27	**$19,397.07**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0040	**GENERAC**	**14**	**Generator, Standby 40 KW NG/LP**	40 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	2,100	$18,794.68	20.00%	$3,758.94	**$15,035.74**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
SD0400	**GENERAC**	**14**	**Generator, Standby 400 KW Diesel**	400 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,121	$84,706.92	20.00%	$16,941.38	**$67,765.54**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MD0400	**GENERAC**	**14**	**Generator, Standby 400 KW Diesel, MPS Additional Unit**	400 KW Modular Power System Generator Set (Additional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,121	$91,494.23	20.00%	$18,298.85	**$73,195.38**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMD0400	**GENERAC**	**14**	**Generator, Standby 400 KW Diesel, MPS Provisional Unit**	400 KW Modular Power System Generator Set (Provisional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	9,371	$95,549.39	20.00%	$19,109.88	**$76,439.51**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0045	**GENERAC**	**14**	**Generator, Standby 45 KW NG/LP**	45 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	2,100	$19,505.97	20.00%	$3,901.19	**$15,604.78**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0050	**GENERAC**	**14**	**Generator, Standby 50 KW Diesel**	50 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	2,570	$24,246.34	20.00%	$4,849.27	**$19,397.07**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0050-5.4L	**GENERAC**	**14**	**Generator, Standby 50 KW NG/LP**	50 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	2,100	$21,698.71	20.00%	$4,339.74	**$17,358.97**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
SG0050-6.8L	**GENERAC**	**14**	**Generator, Standby 50 KW NG/LP**	50 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	2,371	$22,534.19	20.00%	$4,506.84	**$18,027.35**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0500	**GENERAC**	**14**	**Generator, Standby 500 KW Diesel**	500 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	11,826	$100,505.61	20.00%	$20,101.12	**$80,404.49**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MD0500	**GENERAC**	**14**	**Generator, Standby 500 KW Diesel, MPS Additional Unit**	500 KW Modular Power System Generator Set (Additional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	11,826	$101,897.69	20.00%	$20,379.54	**$81,518.15**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMD0500	**GENERAC**	**14**	**Generator, Standby 500 KW Diesel, MPS Provisional Unit**	500 KW Modular Power System Generator Set (Provisional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	12,076	$105,952.85	20.00%	$21,190.57	**$84,762.28**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0060	**GENERAC**	**14**	**Generator, Standby 60 KW Diesel**	60 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	3,372	$26,411.56	20.00%	$5,282.31	**$21,129.25**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0060	**GENERAC**	**14**	**Generator, Standby 60 KW NG/LP**	60 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	2,371	$24,049.52	20.00%	$4,809.90	**$19,239.62**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
SB0600	**GENERAC**	**14**	**Generator, Standby 600 KW Bi-fuel**	600 KW Generator Set, Bi-fuel (Diesel and NG), single or three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	14,010	$203,422.08	20.00%	$40,684.42	**$162,737.66**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0600	**GENERAC**	**14**	**Generator, Standby 600 KW Diesel**	600 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	11,826	$151,800.61	20.00%	$30,360.12	**$121,440.49**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MD0600	**GENERAC**	**14**	**Generator, Standby 600 KW Diesel, MPS Additional Unit**	600 KW Modular Power System Generator Set (Additional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Not Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	11,826	$145,185.44	20.00%	$29,037.09	**$116,148.35**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PMD0600	**GENERAC**	**14**	**Generator, Standby 600 KW Diesel, MPS Provisional Unit**	600 KW Modular Power System Generator Set (Provisional Unit), Diesel, Three Phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options. PM-SC Included, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	12,076	$149,240.60	20.00%	$29,848.12	**$119,392.48**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SG0070	**GENERAC**	**14**	**Generator, Standby 70 KW NG/LP**	70 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	2,371	$25,939.84	20.00%	$5,187.97	**$20,751.87**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
SD0080	**GENERAC**	**14**	**Generator, Standby 80 KW Diesel**	80 KW Generator Set, Diesel, single or three phase, Standby use only, pad mount only, Standard Enclosure, Standard Base Tank. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included.	EA	1	3,372	$29,458.44	20.00%	$5,891.69	**$23,566.75**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
SG0080	**GENERAC**	**14**	**Generator, Standby 80 KW NG/LP**	80 KW Generator Set, NG/LP, single or three phase, Standby use only, pad mount only, Standard Enclosure. Add Accessories & Options, Freight not Included, Mandatory Startup by Factory Authorized Dealer not Included. Check specs for NG KW De-rate	EA	1	4,772	$27,533.69	20.00%	$5,506.74	**$22,026.95**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
PL6000K	**BALDOR**	**14**	**Light Tower**	6kW single phase Towable light tower, 100hr run time, BASE UNIT ONLY - Add Accessories & Options. Freight not included.	EA	1	1,800	$13,985.00	45.00%	$6,293.25	**$7,691.75**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TG10T	**BALDOR**	**14**	**Light Tower/Generator Combo**	10kW single phase Towable light tower BASE UNIT ONLY - Add Accessories & Options. Freight not included.	EA	1	1,200	$10,550.00	35.00%	$3,692.50	**$6,857.50**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TG15T	**BALDOR**	**14**	**Light Tower/Generator Combo**	15kW single phase Towable light tower BASE UNIT ONLY - Add Accessories & Options. Freight not included.	EA	1	1,400	$13,660.00	35.00%	$4,781.00	**$8,879.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TG20T	**BALDOR**	**14**	**Light Tower/Generator Combo**	20kW single phaseTowable light tower BASE UNIT ONLY - Add Accessories & Options. Freight not included.	EA	1	1,550	$16,010.00	35.00%	$5,603.50	**$10,406.50**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TG25T	**BALDOR**	**14**	**Light Tower/Generator Combo**	25kW 1 and 3 phase Towable light tower BASE UNIT ONLY - Add Accessories & Options. Freight not included.	EA	1	1,650	$19,125.00	35.00%	$6,693.75	**$12,431.25**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
DG3E	**BALDOR**	**14**	**Portable Generator**	3000W, Diesel fueled, electric start portable generator BASE UNIT ONLY Add Accessories & Options. Freight not included.	EA	1	196	$3,582.00	35.00%	$1,253.70	**$2,328.30**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
DG6E	**BALDOR**	**14**	**Portable Generator**	6000W, Diesel fueled, electric start portable generator BASE UNIT ONLY Add Accessories & Options. Freight not included.	EA	1	273	$4,995.00	35.00%	$1,748.25	**$3,246.75**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC100-3JU	**BALDOR**	**14**	**Stationary Generator**	100kW Stationary diesel generator, UL2200, open skid mount. BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1	2,592	$33,800.00	35.00%	$11,830.00	**$21,970.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC150-3JU	**BALDOR**	**14**	**Stationary Generator**	150kW Stationary diesel generator, UL2200, open skid mount. BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1	3,306	$45,200.00	35.00%	$15,820.00	**$29,380.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC200-3JU	**BALDOR**	**14**	**Stationary Generator**	200kW Stationary diesel generator, UL2200, open skid mount. BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1	4,368	$52,126.00	35.00%	$18,244.10	**$33,881.90**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
IDLC275-3JU	**BALDOR**	**14**	**Stationary Generator**	275kW Stationary diesel generator, UL2200, open skid mount. BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1	5,510	$72,297.00	35.00%	$25,303.95	**$46,993.05**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC30-3JU	**BALDOR**	**14**	**Stationary Generator**	30kW Stationary diesel generator, UL2200, open skid mount. BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1	1,618	$20,616.00	35.00%	$7,215.60	**$13,400.40**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC350-3JU	**BALDOR**	**14**	**Stationary Generator**	350kW Stationary diesel generator, UL2200, open skid mount. BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1	8,317	$94,344.00	35.00%	$33,020.40	**$61,323.60**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC60-3JU	**BALDOR**	**14**	**Stationary Generator**	60kW Stationary diesel generator, UL2200, open skid mount. BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1	1,939	$24,287.00	35.00%	$8,500.45	**$15,786.55**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS175S	**BALDOR**	**14**	**Towable Mobile Generator**	175kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	5,390	$77,276.00	35.00%	$27,046.60	**$50,229.40**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS175T	**BALDOR**	**14**	**Towable Mobile Generator**	175kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	6,385	$83,775.00	35.00%	$29,321.25	**$54,453.75**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS190S	**BALDOR**	**14**	**Towable Mobile Generator**	190kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	7,265	$91,459.00	35.00%	$32,010.65	**$59,448.35**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS190T	**BALDOR**	**14**	**Towable Mobile Generator**	190kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	8,775	$97,967.00	35.00%	$34,288.45	**$63,678.55**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS225S	**BALDOR**	**14**	**Towable Mobile Generator**	225kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	7,400	$96,998.00	35.00%	$33,949.30	**$63,048.70**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS225T	**BALDOR**	**14**	**Towable Mobile Generator**	225kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	9,015	$104,356.00	35.00%	$36,524.60	**$67,831.40**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS25S	**BALDOR**	**14**	**Towable Mobile Generator**	25kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	2,115	$24,288.00	35.00%	$8,500.80	**$15,787.20**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
TS25T	**BALDOR**	**14**	**Towable Mobile Generator**	25kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	2,530	$25,686.00	35.00%	$8,990.10	**$16,695.90**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS350S	**BALDOR**	**14**	**Towable Mobile Generator**	350kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	8,750	$146,303.00	35.00%	$51,206.05	**$95,096.95**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS350T	**BALDOR**	**14**	**Towable Mobile Generator**	350kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	10,500	$155,808.00	30.00%	$46,742.40	**$109,065.60**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS35S	**BALDOR**	**14**	**Towable Mobile Generator**	35kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	2,220	$29,073.00	35.00%	$10,175.55	**$18,897.45**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS35T	**BALDOR**	**14**	**Towable Mobile Generator**	35kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	2,710	$31,484.00	35.00%	$11,019.40	**$20,464.60**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS45S	**BALDOR**	**14**	**Towable Mobile Generator**	45kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	2,595	$33,612.00	35.00%	$11,764.20	**$21,847.80**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS45T	**BALDOR**	**14**	**Towable Mobile Generator**	45kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	3,425	$37,032.00	35.00%	$12,961.20	**$24,070.80**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS500S	**BALDOR**	**14**	**Towable Mobile Generator**	500kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	13,000	$255,613.00	35.00%	$89,464.55	**$166,148.45**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS500T	**BALDOR**	**14**	**Towable Mobile Generator**	500kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	16,000	$266,145.00	30.00%	$79,843.50	**$186,301.50**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS60S	**BALDOR**	**14**	**Towable Mobile Generator**	60kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	2,865	$36,674.00	35.00%	$12,835.90	**$23,838.10**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS60T	**BALDOR**	**14**	**Towable Mobile Generator**	60kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	3,690	$40,493.00	35.00%	$14,172.55	**$26,320.45**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS80S	**BALDOR**	**14**	**Towable Mobile Generator**	80kVA Skid mount Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	3,210	$46,215.00	35.00%	$16,175.25	**$30,039.75**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
TS80T	**BALDOR**	**14**	**Towable Mobile Generator**	80kVA Towable Generator with sound enclosure, voltage selector, and fuel tank. Freight not included.	EA	1	4,040	$50,429.00	35.00%	$17,650.15	**$32,778.85**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG040	**MAGNUM**	**14**	**Trailer for Generator MMG100-T3**	Trailer, Pintle Hitch, Single Axle, Brakes - Surge standard, Electric additional lead time	EA	1	TBD	$3,680.00	34.00%	$1,251.20	**$2,428.80**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG040T	**MAGNUM**	**14**	**Trailer for Generator MMG100-T3**	Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time	EA	1	TBD	$7,060.00	34.00%	$2,400.40	**$4,659.60**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MTG010	**MAGNUM**	**14**	**Trailer for Generator MMG25**	Trailer, Single Axle, Ball Hitch, No Brake	EA	1	TBD	$1,540.00	34.00%	$523.60	**$1,016.40**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG020	**MAGNUM**	**14**	**Trailer for Generator MMG35**	Trailer, Single Axle, Ball Hitch, Surge Brakes	EA	1	TBD	$2,730.00	34.00%	$928.20	**$1,801.80**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG020T	**MAGNUM**	**14**	**Trailer for Generator MMG36**	Trailer, Tandem Axle, Ball Hitch, Surge Brakes Standard, Electric Brakes, additional lead time.	EA	1	TBD	$4,400.00	34.00%	$1,496.00	**$2,904.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG030	**MAGNUM**	**14**	**Trailer for Generator MMG45**	Trailer, Single Axle, Ball Hitch, Surge Brakes	EA	1	TBD	$2,790.00	34.00%	$948.60	**$1,841.40**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG030T	**MAGNUM**	**14**	**Trailer for Generator MMG45**	Trailer, Tandem Axle, Ball Hitch, Surge Brakes Standard, Electric Brakes, additional lead time.	EA	1	TBD	$4,400.00	34.00%	$1,496.00	**$2,904.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG042	**MAGNUM**	**14**	**Trailer for Generator MMG75**	Trailer, Pintle Hitch, Single Axle, Brakes - Surge standard, Electric additional lead time	EA	1	TBD	$3,880.00	34.00%	$1,319.20	**$2,560.80**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG042T	**MAGNUM**	**14**	**Trailer for Generator MMG75**	Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time	EA	1	TBD	$7,060.00	34.00%	$2,400.40	**$4,659.60**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG050	**MAGNUM**	**14**	**Trailer for Generators MMG120, MMG130, MMG150, and MMG175**	Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time	EA	1	TBD	$7,880.00	34.00%	$2,679.20	**$5,200.80**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG060	**MAGNUM**	**14**	**Trailer for Generators MMG185, MMG205, and MMG235**	Trailer, Pintle Hitch, Tandem Axle, Brakes - Surge standard, Electric additional lead time	EA	1	TBD	$8,620.00	34.00%	$2,930.80	**$5,689.20**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG070	**MAGNUM**	**14**	**Trailer for Generators MMG320 and MMG330**	Trailer, Pintle Hitch, Tandem Axle w/ Electric Brakes	EA	1	TBD	$20,500.00	34.00%	$6,970.00	**$13,530.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
MTG080	**MAGNUM**	**14**	**Trailer for Generators MMG405 and MMG465**	Trailer, Pintle Hitch, Tri-Axle w/ Electric Brakes	EA	1	TBD	$23,670.00	34.00%	$8,047.80	**$15,622.20**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC1000-ISO	**BALDOR**	**14**	**Trailer Mounted Generator**	1000kW ISO Container mounted generator, 1600A MLCB, Paralleling ready, 1360 gallon fuel tank - BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1		$511,331.00	28.00%	$143,172.68	**$368,158.32**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC1250-ISO	**BALDOR**	**14**	**Trailer Mounted Generator**	1250kW ISO Container mounted generator, 2000A MLCB, Paralleling ready, 1600 gallon fuel tank - BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1		$574,100.00	28.00%	$160,748.00	**$413,352.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC1600-ISO	**BALDOR**	**14**	**Trailer Mounted Generator**	1600kW ISO Container mounted generator, 2500A MLCB, Paralleling ready, 2800 gallon fuel tank - BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1		$642,508.00	28.00%	$179,902.24	**$462,605.76**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
IDLC2000-ISO	**BALDOR**	**14**	**Trailer Mounted Generator**	2000kW ISO Container mounted generator, 3000A MLCB, Paralleling ready, 2800 gallon fuel tank - BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1		$906,126.00	28.00%	$253,715.28	**$652,410.72**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC600-ISO	**BALDOR**	**14**	**Trailer Mounted Generator**	600kW ISO Container mounted generator, 900A MLCB, Paralleling ready, 1360 gallon fuel tank - BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1		$348,500.00	28.00%	$97,580.00	**$250,920.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
IDLC800-ISO	**BALDOR**	**14**	**Trailer Mounted Generator**	800kW ISO Container mounted generator, 1200A MLCB, Paralleling ready, 1360 gallon fuel tank - BASE PRICE, addl options available. Freight not included, mandatory startup by factory authorized dealer not included.	EA	1		$389,900.00	28.00%	$109,172.00	**$280,728.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS010	**GENERAC**	**14**	**Transfer Switch, Automatic, 100 Amp**	Transfer Switch, Automatic,100 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	180	$2,015.32	20.00%	$403.06	**$1,612.26**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS010W-2A2LDNAY	**GENERAC**	**14**	**Transfer Switch, Automatic, 100 Amp**	Transfer Switch, Automatic,100 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	180	$1,729.84	20.00%	$345.97	**$1,383.87**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS100	**GENERAC**	**14**	**Transfer Switch, Automatic, 1000 Amp**	Transfer Switch, Automatic,1000 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	700	$10,020.97	20.00%	$2,004.19	**$8,016.78**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS100N-2A2LDNBY	**GENERAC**	**14**	**Transfer Switch, Automatic, 1000 Amp**	Transfer Switch, Automatic,1000 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	700	$9,295.16	20.00%	$1,859.03	**$7,436.13**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS120	**GENERAC**	**14**	**Transfer Switch, Automatic, 1200 Amp**	Transfer Switch, Automatic,1200 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	1,100	$12,497.58	20.00%	$2,499.52	**$9,998.06**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS120N-2A2LDNBY	**GENERAC**	**14**	**Transfer Switch, Automatic, 1200 Amp**	Transfer Switch, Automatic,1200 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	1,100	$10,562.90	20.00%	$2,112.58	**$8,450.32**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS015	**GENERAC**	**14**	**Transfer Switch, Automatic, 150 Amp**	Transfer Switch, Automatic,150 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	265	$2,216.94	20.00%	$443.39	**$1,773.55**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS015W-2A2LDNAY	**GENERAC**	**14**	**Transfer Switch, Automatic, 150 Amp**	Transfer Switch, Automatic,150 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	265	$1,955.65	20.00%	$391.13	**$1,564.52**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS160	**GENERAC**	**14**	**Transfer Switch, Automatic, 1600 Amp**	Transfer Switch, Automatic,1600 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	1,100	$15,154.84	20.00%	$3,030.97	**$12,123.87**	http://www.wpi.com/custompage.asp?pg=PowerGeneration

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GTS020	**GENERAC**	**14**	**Transfer Switch, Automatic, 200 Amp**	Transfer Switch, Automatic,200 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	265	$2,739.52	20.00%	$547.90	**$2,191.62**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS020W-2A2LDNAY	**GENERAC**	**14**	**Transfer Switch, Automatic, 200 Amp**	Transfer Switch, Automatic,200 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	265	$2,213.71	20.00%	$442.74	**$1,770.97**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS200	**GENERAC**	**14**	**Transfer Switch, Automatic, 2000 Amp**	Transfer Switch, Automatic, 2000 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	1,300	$17,216.13	20.00%	$3,443.23	**$13,772.90**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS260	**GENERAC**	**14**	**Transfer Switch, Automatic, 2600 Amp**	Transfer Switch, Automatic, 2600 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	1,700	$24,145.16	20.00%	$4,829.03	**$19,316.13**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS030	**GENERAC**	**14**	**Transfer Switch, Automatic, 300 Amp**	Transfer Switch, Automatic,300 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	325	$3,226.61	20.00%	$645.32	**$2,581.29**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS030W-2A2LDNAY	**GENERAC**	**14**	**Transfer Switch, Automatic, 300 Amp**	Transfer Switch, Automatic,300 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	325	$2,775.81	20.00%	$555.16	**$2,220.65**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS040	**GENERAC**	**14**	**Transfer Switch, Automatic, 400 Amp**	Transfer Switch, Automatic,400 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	325	$3,946.77	20.00%	$789.35	**$3,157.42**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS040W-2A2LDNAY	**GENERAC**	**14**	**Transfer Switch, Automatic, 400 Amp**	Transfer Switch, Automatic,400 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	325	$3,366.13	20.00%	$673.23	**$2,692.90**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS060	**GENERAC**	**14**	**Transfer Switch, Automatic, 600 Amp**	Transfer Switch, Automatic,600 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	650	$6,837.10	20.00%	$1,367.42	**$5,469.68**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS060N-2A2LDNBY	**GENERAC**	**14**	**Transfer Switch, Automatic, 600 Amp**	Transfer Switch, Automatic,600 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	650	$6,187.10	20.00%	$1,237.42	**$4,949.68**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS080	**GENERAC**	**14**	**Transfer Switch, Automatic, 800 Amp**	Transfer Switch, Automatic,800 Amp, three phase, 208 or 480 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	700	$7,175.00	20.00%	$1,435.00	**$5,740.00**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
GTS080N-2A2LDNBY	**GENERAC**	**14**	**Transfer Switch, Automatic, 800 Amp**	Transfer Switch, Automatic,800 Amp, single phase, 120/240 Volts, 60 hz, Nema 1, 7-day exercise timer, 2-wire start.	EA	1	700	$6,312.90	20.00%	$1,262.58	**$5,050.32**	http://www.wpi.com/custompage.asp?pg=PowerGeneration
QC10BRHW	**PALADIN / JRB**	**16**	**10' BROOM KIT**	BROOM KIT - HYDRAULIC ANGLE W/ WATER - 120"	EA	1	2,130	$24,957.00	19.50%	$4,866.62	**$20,090.39**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
QC10BRM	**PALADIN / JRB**	**16**	**10' BROOM KIT**	BROOM KIT - MANUAL ANGLE - 120"	EA	1	1,900	$19,105.00	19.50%	$3,725.48	**$15,379.53**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
QC8BRHW	**PALADIN / JRB**	**16**	**8' BROOM KIT**	BROOM KIT - HYDRAULIC ANGLE W/ WATER - 96"	EA	1	1,930	$21,594.00	19.50%	$4,210.83	**$17,383.17**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB

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QC8BRM	**PALADIN / JRB**	**16**	**8' BROOM KIT**	BROOM KIT - MANUAL ANGLE - 96"	EA	1	1,700	$16,533.00	19.50%	$3,223.94	**$13,309.07**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
QC9BRM	**PALADIN / JRB**	**16**	**9' BROOM KIT**	BROOM KIT - MANUAL ANGLE - 108"	EA	1	1,800	$16,533.00	19.50%	$3,223.94	**$13,309.07**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200SB	**PALADIN / JRB**	**16**	**BLADE KIT**	DOZER BLADE KIT - STRAIGHT BLADE - 96" x 30"	EA	1	1,050	$9,047.00	19.50%	$1,764.17	**$7,282.84**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300HAB10	**PALADIN / JRB**	**16**	**BLADE KIT**	DOZER BLADE KIT - HYDRAULIC ANGLE 122" x 30"	EA	1	1,900	$23,742.00	19.50%	$4,629.69	**$19,112.31**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300HAB875	**PALADIN / JRB**	**16**	**BLADE KIT**	DOZER BLADE KIT - HYDRAULIC ANGLE 105" x 30"	EA	1		$19,132.00	19.50%	$3,730.74	**$15,401.26**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300MAB875	**PALADIN / JRB**	**16**	**BLADE KIT**	DOZER BLADE KIT - MANUAL ANGLE - 105" x 30"	EA	1		$13,249.00	19.50%	$2,583.56	**$10,665.45**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
125GB	**PALADIN / JRB**	**16**	**BUCKET**	1.25 CU YD GRAPPLE BUCKET - ADD EDGE	EA	1	1,850	$12,129.00	19.50%	$2,365.16	**$9,763.85**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
125GP	**PALADIN / JRB**	**16**	**BUCKET**	1.25 CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	1,005	$4,514.00	19.50%	$880.23	**$3,633.77**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
125MP	**PALADIN / JRB**	**16**	**BUCKET**	1.25 CU YD (4/1) MULTI PURPOSE BUCKET - ADD EDGE	EA	1	1,800	$10,112.00	19.50%	$1,971.84	**$8,140.16**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
150GBR	**PALADIN / JRB**	**16**	**BUCKET**	1.5 CU YD GRAPPLE BUCKET / RAKE - ADD EDGE	EA	1	2,950	$19,120.00	19.50%	$3,728.40	**$15,391.60**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
150GP	**PALADIN / JRB**	**16**	**BUCKET**	1.50 CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	1,210	$5,811.00	19.50%	$1,133.15	**$4,677.86**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
175GP	**PALADIN / JRB**	**16**	**BUCKET**	1.75CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	1,560	$5,864.00	19.50%	$1,143.48	**$4,720.52**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200GB	**PALADIN / JRB**	**16**	**BUCKET**	2.0 CU YD GRAPPLE BUCKET - ADD EDGE	EA	1	2,250	$13,493.00	19.50%	$2,631.14	**$10,861.87**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200GP	**PALADIN / JRB**	**16**	**BUCKET**	2.00 CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	1,850	$7,238.00	19.50%	$1,411.41	**$5,826.59**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200LM	**PALADIN / JRB**	**16**	**BUCKET**	2.00 CU YD LIGHT MATERIAL BUCKET - ADD EDGE	EA	1	1,180	$5,496.00	19.50%	$1,071.72	**$4,424.28**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200MP	**PALADIN / JRB**	**16**	**BUCKET**	2.0 CU YD (4/1) MULTI PURPOSE BUCKET - ADD EDGE	EA	1	2,490	$14,847.00	19.50%	$2,895.17	**$11,951.84**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
225GBR	**PALADIN / JRB**	**16**	**BUCKET**	2.25 CU YD GRAPPLE BUCKET / RAKE - ADD EDGE	EA	1	4,100	$23,464.00	19.50%	$4,575.48	**$18,888.52**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
250GB	**PALADIN / JRB**	**16**	**BUCKET**	2.5 CU YD GRAPPLE BUCKET - ADD EDGE	EA	1	2,675	$14,906.00	19.50%	$2,906.67	**$11,999.33**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
250GP	**PALADIN / JRB**	**16**	**BUCKET**	2.50 CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	2,175	$7,205.00	19.50%	$1,404.98	**$5,800.03**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
250MP	**PALADIN / JRB**	**16**	**BUCKET**	2.5 CU YD (4/1) MULTI PURPOSE BUCKET - ADD EDGE	EA	1	3,200	$15,472.00	19.50%	$3,017.04	**$12,454.96**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300GB	**PALADIN / JRB**	**16**	**BUCKET**	3.0 CU YD GRAPPLE BUCKET - ADD EDGE	EA	1	2,950	$16,346.00	19.50%	$3,187.47	**$13,158.53**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB

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300GBR	**PALADIN / JRB**	**16**	**BUCKET**	3.0 CU YD GRAPPLE BUCKET / RAKE - ADD EDGE	EA	1	4,695	$23,949.00	19.50%	$4,670.06	**$19,278.95**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300GP	**PALADIN / JRB**	**16**	**BUCKET**	3.00 CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	2,400	$9,667.00	19.50%	$1,885.07	**$7,781.94**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300LM	**PALADIN / JRB**	**16**	**BUCKET**	3.00 CU YD LIGHT MATERIAL BUCKET - ADD EDGE	EA	1	1,900	$9,029.00	19.50%	$1,760.66	**$7,268.35**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300MP	**PALADIN / JRB**	**16**	**BUCKET**	2.75 CU YD (4/1) MULTI PURPOSE BUCKET - ADD EDGE	EA	1	3,850	$18,792.00	19.50%	$3,664.44	**$15,127.56**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
350GB	**PALADIN / JRB**	**16**	**BUCKET**	3.5 CU YD GRAPPLE BUCKET - ADD EDGE	EA	1	3,450	$17,290.00	19.50%	$3,371.55	**$13,918.45**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
350GP	**PALADIN / JRB**	**16**	**BUCKET**	3.50 CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	3,450	$10,841.00	19.50%	$2,114.00	**$8,727.01**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
400GB	**PALADIN / JRB**	**16**	**BUCKET**	4.0 CU YD GRAPPLE BUCKET - ADD EDGE	EA	1	3,800	$20,137.00	19.50%	$3,926.72	**$16,210.29**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
400GP	**PALADIN / JRB**	**16**	**BUCKET**	4.00 CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	3,980	$11,603.00	19.50%	$2,262.59	**$9,340.42**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
400LM	**PALADIN / JRB**	**16**	**BUCKET**	4.00 CU YD LIGHT MATERIAL BUCKET - ADD EDGE	EA	1	2,500	$10,407.00	19.50%	$2,029.37	**$8,377.64**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
450GBR	**PALADIN / JRB**	**16**	**BUCKET**	4.5 CU YD GRAPPLE BUCKET / RAKE - ADD EDGE	EA	1	7,170	$29,194.00	19.50%	$5,692.83	**$23,501.17**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
500GP	**PALADIN / JRB**	**16**	**BUCKET**	5.00 CU YD GENERAL PURPOSE BUCKET - ADD EDGE	EA	1	4,350	$14,276.00	19.50%	$2,783.82	**$11,492.18**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
500LM	**PALADIN / JRB**	**16**	**BUCKET**	5.00 CU YD LIGHT MATERIAL BUCKET - ADD EDGE	EA	1	3,350	$12,913.00	19.50%	$2,518.04	**$10,394.97**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
600LM	**PALADIN / JRB**	**16**	**BUCKET**	6.00 CU YD LIGHT MATERIAL BUCKET - ADD EDGE	EA	1	4,300	$14,411.00	19.50%	$2,810.15	**$11,600.86**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
700LM	**PALADIN / JRB**	**16**	**BUCKET**	7.00 CU YD LIGHT MATERIAL BUCKET - ADD EDGE	EA	1	5,100	$15,697.00	19.50%	$3,060.92	**$12,636.09**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
100HV	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	HYDRAULIC COUPLER - DOES NOT INCLUDE HOSING OR VALVE	EA	1	360	$3,913.00	19.50%	$763.04	**$3,149.97**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
100M	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	MECHANICAL COUPLER	EA	1	315	$3,289.00	19.50%	$641.36	**$2,647.65**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200HV	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	HYDRAULIC COUPLER - DOES NOT INCLUDE HOSING OR VALVE	EA	1	535	$5,534.00	19.50%	$1,079.13	**$4,454.87**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200M	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	MECHANICAL COUPLER	EA	1	515	$4,513.00	19.50%	$880.04	**$3,632.97**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300HV	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	HYDRAULIC COUPLER - DOES NOT INCLUDE HOSING OR VALVE	EA	1	650	$5,737.00	19.50%	$1,118.72	**$4,618.29**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB

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300M	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	MECHANICAL COUPLER	EA	1	630	$4,871.00	19.50%	$949.85	**$3,921.16**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
500HV	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	HYDRAULIC COUPLER - DOES NOT INCLUDE HOSING OR VALVE	EA	1	690	$5,830.00	19.50%	$1,136.85	**$4,693.15**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
500M	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	MECHANICAL COUPLER	EA	1	670	$4,936.00	19.50%	$962.52	**$3,973.48**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
600HV	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	HYDRAULIC COUPLER - DOES NOT INCLUDE HOSING OR VALVE	EA	1	1,100	$7,872.00	19.50%	$1,535.04	**$6,336.96**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
600M	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	MECHANICAL COUPLER	EA	1	1,075	$6,725.00	19.50%	$1,311.38	**$5,413.63**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
700HV	**PALADIN / JRB**	**16**	**BUCKET ATTACHMENT COUPLER**	HYDRAULIC COUPLER - DOES NOT INCLUDE HOSING OR VALVE	EA	1	1,400	$9,322.00	19.50%	$1,817.79	**$7,504.21**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
100CUF6048M	**PALADIN / JRB**	**16**	**FORK KIT**	FORK KIT - 60" CARRIAGE - 48 " TINES	EA	1	1,100	$4,413.00	19.50%	$860.54	**$3,552.47**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200CUF6048M	**PALADIN / JRB**	**16**	**FORK KIT**	FORK KIT - 60" CARRIAGE - 48 " TINES	EA	1	1,345	$7,034.00	19.50%	$1,371.63	**$5,662.37**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
200CUF9660M	**PALADIN / JRB**	**16**	**FORK KIT**	FORK KIT - 96" CARRIAGE - 60 " TINES	EA	1	1,485	$8,458.00	19.50%	$1,649.31	**$6,808.69**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300CUF6060M	**PALADIN / JRB**	**16**	**FORK KIT**	FORK KIT - 60" CARRIAGE - 60 " TINES	EA	1	1,485	$7,576.00	19.50%	$1,477.32	**$6,098.68**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300CUF9660M	**PALADIN / JRB**	**16**	**FORK KIT**	FORK KIT - 96" CARRIAGE - 60 " TINES	EA	1	2,000	$8,458.00	19.50%	$1,649.31	**$6,808.69**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
500CUF6072M	**PALADIN / JRB**	**16**	**FORK KIT**	FORK KIT - 60" CARRIAGE - 72 " TINES	EA	1	1,990	$10,135.00	19.50%	$1,976.33	**$8,158.68**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
500CUF6096M	**PALADIN / JRB**	**16**	**FORK KIT**	FORK KIT - 60" CARRIAGE - 96 " TINES	EA	1	1,985	$12,095.00	19.50%	$2,358.53	**$9,736.48**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
WA200PZ-6	**KOMATSU**	**16**	**TOOL CARRIER**	**Discontinued**								http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
WA270-7	**KOMATSU**	**16**	**TOOL CARRIER**	149 HP Tier 4, 3.0 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	28,326	$220,744.00	35.00%	$77,260.40	**$143,483.60**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA320-7	**KOMATSU**	**16**	**TOOL CARRIER**	165 HP Tier 4, 3.7 - 4.2 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	33,800	$255,810.00	35.00%	$89,533.50	**$166,276.50**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA380-8	**KOMATSU**	**16**	**TOOL CARRIER**	272 HP Tier 4, 5.0 - 5.75 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	39,000	$330,972.00	35.00%	$115,840.20	**$215,131.80**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA470-7	**KOMATSU**	**16**	**TOOL CARRIER**	273 HP Tier 4, 5.5 CU YD BUCKET CAPACITY, , BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	52,300	$508,838.00	35.00%	$178,093.30	**$330,744.70**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA500-8	**KOMATSU**	**16**	**TOOL CARRIER**	353 HP Tier 4, 9.8 - 8.2 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	75,000	$682,794.00	35.00%	$238,977.90	**$443,816.10**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
1475MHE	**PALADIN / JRB**	**21**	**AUGER DRIVE**	Auger Drive Assby, 2" Hex, MHE Mounting Kit, ADD bits	EA	1	407	$2,665.00	19.50%	$519.68	**$2,145.33**	http://paladinlightconstructiongroup.com/products.aspx
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 2 CLASS 3.5 - 5.5**	12" Heavy duty - w/ teeth - w/o pins	EA	1	249	$1,171.00	12.50%	$146.38	**$1,024.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 2 CLASS 3.5 - 5.5**	18" Heavy duty - w/ teeth - w/o pins	EA	1	295	$1,250.00	12.50%	$156.25	**$1,093.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 2 CLASS 3.5 - 5.5**	24" Heavy duty - w/ teeth - w/o pins	EA	1	338	$1,412.00	12.50%	$176.50	**$1,235.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 2 CLASS 3.5 - 5.5**	30" Heavy duty - w/ teeth - w/o pins	EA	1	365	$1,559.00	12.50%	$194.88	**$1,364.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 2 CLASS 3.5 - 5.5**	36" Heavy duty - w/ teeth - w/o pins	EA	1	300	$1,754.00	12.50%	$219.25	**$1,534.75**	http://www.werk-brau.com/attachment-products/18

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 3 CLASS 5.5 -7.0**	12" Heavy duty - w/ teeth - w/o pins	EA	1	286	$1,488.00	12.50%	$186.00	**$1,302.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 3 CLASS 5.5 -7.0**	18" Heavy duty - w/ teeth - w/o pins	EA	1	339	$1,627.00	12.50%	$203.38	**$1,423.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 3 CLASS 5.5 -7.0**	24" Heavy duty - w/ teeth - w/o pins	EA	1	389	$1,849.00	12.50%	$231.13	**$1,617.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 3 CLASS 5.5 -7.0**	30" Heavy duty - w/ teeth - w/o pins	EA	1	420	$1,993.00	12.50%	$249.13	**$1,743.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 3 CLASS 5.5 -7.0**	36" Heavy duty - w/ teeth - w/o pins	EA	1	345	$2,246.00	12.50%	$280.75	**$1,965.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 4 CLASS 7.0 - 8.0**	18" Heavy duty - w/ teeth - w/o pins	EA	1	312	$1,766.00	12.50%	$220.75	**$1,545.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 4 CLASS 7.0 - 8.0**	24" Heavy duty - w/ teeth - w/o pins	EA	1	370	$2,092.00	12.50%	$261.50	**$1,830.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 4 CLASS 7.0 - 8.0**	30" Heavy duty - w/ teeth - w/o pins	EA	1	424	$2,302.00	12.50%	$287.75	**$2,014.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**21**	**BUCKET - MINI 4 CLASS 7.0 - 8.0**	36" Heavy duty - w/ teeth - w/o pins	EA	1	458	$2,526.00	12.50%	$315.75	**$2,210.25**	http://www.werk-brau.com/attachment-products/18
PC35MR-5	**KOMATSU**	**21**	**MINI EXCAVATOR**	39 hp , 7,909 lbs Operating Weight, 11' 4" Dig Depth, Auxiliary Hydraulics & KOMTRAX Monitoring System ADD Mandatory Accessories & Options including boom, arm & bucket.	EA	1	7,909	$61,169.00	24.00%	$14,680.56	**$46,488.44**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC45MR-5	**KOMATSU**	**21**	**MINI EXCAVATOR**	38.2 hp , 10,570 lbs Operating Weight, 12' Dig Depth, Auxiliary Hydraulics & KOMTRAX Monitoring System ADD Mandatory Accessories & Options including boom, arm & bucket.	EA	1	10,570	$71,553.00	24.00%	$17,172.72	**$54,380.28**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC55MR-5	**KOMATSU**	**21**	**MINI EXCAVATOR**	38.2 hp , 11,380 lbs Operating Weight, 12' 6" Dig Depth, Auxiliary Hydraulics & KOMTRAX Monitoring System ADD Mandatory Accessories & Options including boom, arm & bucket. Includes Komtrax Monitoring & Komatsu CARE	EA	1	11,380	$85,813.00	24.00%	$20,595.12	**$65,217.88**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC78US-10	**KOMATSU**	**21**	**MINI EXCAVATOR**	Full CAB & A/C, 55 hp , 16,240 lbs Operating Weight, 15' 2"" Dig Depth, Auxiliary Hydraulics, & KOMTRAX Monitoring System ADD Mandatory Accessories & Options including boom, arm & bucket. Road liner shoes.	EA	1	16,240	$136,206.00	24.00%	$32,689.44	**$103,516.56**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584

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PC88MR-10	**KOMATSU**	**21**	**MINI EXCAVATOR**	Full CAB & A/C, 65 hp , 18,558 lbs Operating Weight, 15' 2"" Dig Depth, Auxiliary Hydraulics, & KOMTRAX Monitoring System ADD Mandatory Accessories & Options including boom, arm & bucket. Road liner shoes.	EA	1	18,558	$146,206.00	24.00%	$35,089.44	**$111,116.56**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
TB108	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	**Discontinued**								
TB153FR	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	**Discontinued**								
TB180FR	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	**Discontinued**								
TB210R	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	Open ROPS Canopy, 11.7 hp, 2,370 lbs. Operating Weight, 7" Rubber Tracks conventional swing, Boom & Arm assembly is included. ADD bucket	EA	1	2,500	$24,760.00	23.00%	$5,694.80	**$19,065.20**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=69&CatDesc=Excavators
TB216	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	Open ROPS Canopy, 13.5 hp, 3,524 lbs. Operating Weight, 9" Rubber Tracks conventional swing, Boom & Arm assembly is included. ADD bucket	EA	1	3,524	$32,526.00	23.00%	$7,480.98	**$25,045.02**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=69&CatDesc=Excavators
TB228	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	**Discontinued**								
TB230	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	Open ROPS Canopy,24.4 hp,6,607 lbs. Operating Weight, 11.8" Rubber Tracks, Conventional Swing, Boom & Arm assembly is included. ADD bucket	EA	1	6,607	$42,127.00	23.00%	$9,689.21	**$32,437.79**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=69&CatDesc=Excavators
TB235	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	**Discontinued**								
TB240	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	Open ROPS Canopy, 35.9 hp, 8,289 lbs. Operating Weight, 13.8" Rubber Tracks, Conventional Swing, Boom & Arm assembly is included. ADD bucket	EA	1	8,289	$54,343.00	23.00%	$12,498.89	**$41,844.11**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=69&CatDesc=Excavators
TB250	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	**Discontinued**								
TB260	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	Full ROPS Cab w/ Air Conditioner, 47.6 hp, 12,500 lbs. Operating Weight, 15.7" Rubber Tracks, Conventional Swing, Boom & Arm assembly is included. ADD bucket	EA	1	12,500	$78,605.00	23.00%	$18,079.15	**$60,525.85**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=69&CatDesc=Excavators
TB290	**TAKEUCHI**	**21**	**MINI EXCAVATOR**	Full ROPS Cab with Air Conditioner, 66.5 hp, 18,800 lbs. Operating Weight, 17.7" Road Liner Tracks, Conventional Swing, Boom & Arm assembly is included. ADD bucket	EA	1	18,800	$113,815.00	23.00%	$26,177.45	**$87,637.55**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=69&CatDesc=Excavators

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TB280FRCL	**TAKEUCHI**	**21**	**MINI EXCAVATOR 0 Tail Swing**	Full ROPS Cab with Air Conditioner, 69.2 hp, 19,077 lbs. Operating Weight, 17.7" Road Liner Tracks, STS Offset Boom System, Boom & Arm assembly is included. ADD bucket	EA	1	19,077	$123,384.00	23.00%	$28,378.32	**$95,005.68**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=69&CatDesc=Excavators
GD655-5	**KOMATSU**	**22**	**MOTOR GRADER**	180-200 Hp Operating Weight (lb.) 37,801, BASE UNIT ONLY - ADD Mandatory Accessories & Options including moldboard. Includes Komtrax Monitoring	EA	1	37,801	$435,731.00	34.50%	$150,327.20	**$285,403.81**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2584&Category=272&CatDesc=Motor+Graders+%2F+Scrapers
BW11RH-5	**BOMAG**	**26**	**PNEUMATIC TIRE COMPACTOR**	9-WHEEL, 68" Width, 12231 lbs Operating Weight 20,000 w/Max Ballast, 74 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	11,075	$99,185.00	22.00%	$21,820.70	**$77,364.30**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW27RH 4i	**BOMAG**	**26**	**PNEUMATIC TIRE COMPACTOR**	8-WHEEL, 80" Width, 29262 lbs Operating Weight 59525 w/Max Ballast, 134 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	29,262	$182,436.00	22.00%	$40,135.92	**$142,300.08**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
QC10BRHW	**PALADIN / JRB**	**28**	**10' BROOM KIT**	BROOM KIT - HYDRAULIC ANGLE W/ WATER - 120"	EA	1	2,130	$2,192.00	19.50%	$427.44	**$1,764.56**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
QC10BRM	**PALADIN / JRB**	**28**	**10' BROOM KIT**	BROOM KIT - MANUAL ANGLE - 120"	EA	1	1,900	$1,955.00	19.50%	$381.23	**$1,573.78**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
QC8BRHW	**PALADIN / JRB**	**28**	**8' BROOM KIT**	BROOM KIT - HYDRAULIC ANGLE W/ WATER - 96"	EA	1	1,930	$1,986.00	19.50%	$387.27	**$1,598.73**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
QC8BRM	**PALADIN / JRB**	**28**	**8' BROOM KIT**	BROOM KIT - MANUAL ANGLE - 96"	EA	1	1,700	$1,749.00	19.50%	$341.06	**$1,407.95**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
QC9BRM	**PALADIN / JRB**	**28**	**9' BROOM KIT**	BROOM KIT - MANUAL ANGLE - 108"	EA	1	1,800	$1,852.00	19.50%	$361.14	**$1,490.86**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
MPH364R	**BOMAG**	**29**	**RECYCLER**	79" Rotor Width, 39000 lbs Operating Weight, 115" Overall Width, 360 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	39,000	$384,910.00	22.00%	$84,680.20	**$300,229.80**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
MPH122-2	**BOMAG**	**29**	**RECYCLER / STABILIZER**	91.7" Rotor Width, 46200 lbs Operating Weight, 110" Overall Width, 482 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	46,200	$482,550.00	22.00%	$106,161.00	**$376,389.00**	http://www.bomag.com/us/en/products/cold-milling,-recycling-and-stabilization/stabilizers,recyclers/MPH+122-2.html
MPH125	**BOMAG**	**29**	**RECYCLER / STABILIZER**	**Discontinued**								
114300 67603	**PALADIN / JRB**	**31**	**36" FORK KIT**	Class II ITA W/ universal mounting bracket (SSL CTL) backrest & right hand step.	EA	1	360	$1,302.00	19.50%	$253.89	**$1,048.11**	http://paladinlightconstructiongroup.com/products.aspx

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114300 66302	**PALADIN / JRB**	**31**	**42" FORK KIT**	Class II ITA W/ universal mounting bracket (SSL CTL) backrest & right hand step.	EA	1	360	$1,312.00	19.50%	$255.84	**$1,056.16**	http://paladinlightconstructiongroup.com/products.aspx
114300 67604	**PALADIN / JRB**	**31**	**48" FORK KIT**	Class II ITA W/ universal mounting bracket (SSL CTL) backrest & right hand step.	EA	1	360	$1,322.00	19.50%	$257.79	**$1,064.21**	http://paladinlightconstructiongroup.com/products.aspx
QC6M	**PALADIN / JRB**	**31**	**6' BROOM KIT**	Manual Angle 32" Brush, 50% Wire 50% Poly	EA	1	852	$7,074.00	19.50%	$1,379.43	**$5,694.57**	http://paladinlightconstructiongroup.com/products.aspx
MM60S	**PALADIN / JRB**	**31**	**60" MULCHER (Grinder)**	Hydraulic mulcher used in land clearing by reducing brush, trees, debris to mulch. HIGH FLOW REQUIRED. FULL PRESSURIZED CAB REQUIRED. Continuous cleaning and lubrication required.	EA	1	2,605	$37,044.00	19.50%	$7,223.58	**$29,820.42**	http://paladinlightconstructiongroup.com/products.aspx
QC7M	**PALADIN / JRB**	**31**	**7' BROOM KIT**	Manual Angle 32" Brush, 50% Wire 50% Poly	EA	1	915	$8,088.00	19.50%	$1,577.16	**$6,510.84**	http://paladinlightconstructiongroup.com/products.aspx
QC7TL	**PALADIN / JRB**	**31**	**7' BROOM KIT**	Hydraulic Angle 32" Brush, 50% Wire 50% Poly	EA	1	915	$9,647.00	19.50%	$1,881.17	**$7,765.84**	http://paladinlightconstructiongroup.com/products.aspx
MM72S	**PALADIN / JRB**	**31**	**72" MULCHER (Grinder)**	Hydraulic mulcher used in land clearing by reducing brush, trees, debris to mulch. HIGH FLOW REQUIRED. FULL PRESSURIZED CAB REQUIRED. Continuous cleaning and lubrication required.	EA	1	2,975	$38,485.00	19.50%	$7,504.58	**$30,980.43**	http://paladinlightconstructiongroup.com/products.aspx
X1475	**PALADIN / JRB**	**31**	**AUGER DRIVE**	Auger Drive Assby, 2" Hex, SSL Mounting Kit, ADD bits	EA	1	407	$2,516.00	19.50%	$490.62	**$2,025.38**	http://paladinlightconstructiongroup.com/products.aspx
15530	**PALADIN / JRB**	**31**	**BRUSH CUTTER**	72" Utility, w/ mounting	EA	1	1,470	$7,357.00	19.50%	$1,434.62	**$5,922.39**	http://paladinlightconstructiongroup.com/products.aspx
17880	**PALADIN / JRB**	**31**	**BRUSH CUTTER**	60" Utility, w/ mounting	EA	1	1,225	$6,689.00	19.50%	$1,304.36	**$5,384.65**	http://paladinlightconstructiongroup.com/products.aspx
30272 F9925	**PALADIN / JRB**	**31**	**BRUSH CUTTER EXTREME DUTY**	**Ground Shark** - 72" w/ mounting **HIGH FLOW REQUIRED**	EA	1	2,150	$15,178.00	19.50%	$2,959.71	**$12,218.29**	http://paladinlightconstructiongroup.com/products.aspx
11372-0022	**PALADIN / JRB**	**31**	**BRUSH GRAPPLE**	72" Construction Grade w/ mounting	EA	1	925	$5,338.00	19.50%	$1,040.91	**$4,297.09**	http://paladinlightconstructiongroup.com/products.aspx
11378-0022	**PALADIN / JRB**	**31**	**BRUSH GRAPPLE**	78" Construction Grade w/ mounting	EA	1	999	$5,608.00	19.50%	$1,093.56	**$4,514.44**	http://paladinlightconstructiongroup.com/products.aspx
11384-0022	**PALADIN / JRB**	**31**	**BRUSH GRAPPLE**	78" Construction Grade w/ mounting	EA	1	999	$5,608.00	19.50%	$1,093.56	**$4,514.44**	http://paladinlightconstructiongroup.com/products.aspx
LAF5412 II	**PALADIN / JRB**	**31**	**COLD PLANER**	12" w/ hydraulic shift, tilt & depth, cab controls, drum assembly, GP picks (extra set). Full Cab or Poly Door required.	EA	1	1,135	$12,863.00	19.50%	$2,508.29	**$10,354.72**	http://paladinlightconstructiongroup.com/products.aspx
LAF5418 II	**PALADIN / JRB**	**31**	**COLD PLANER**	18" w/ hydraulic shift, tilt & depth, cab controls, drum assembly, GP picks (extra set). Full Cab or Poly Door required. HIGH FLOW REQUIRED	EA	1	1,560	$21,197.00	19.50%	$4,133.42	**$17,063.59**	http://paladinlightconstructiongroup.com/products.aspx

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
LAF5424 II	**PALADIN / JRB**	**31**	**COLD PLANER**	24" w/ hydraulic shift, tilt & depth, cab controls, drum assembly, GP picks (extra set). Full Cab or Poly Door required. HIGH FLOW REQUIRED	EA	1	1,690	$23,821.00	19.50%	$4,645.10	**$19,175.91**	http://paladinlightconstructiongroup.com/products.aspx
88861	**PALADIN / JRB**	**31**	**DOZER BLADE**	84" 6-way, 14 pin adapter kit, mounting kit	EA	1	1,300	$6,817.00	19.50%	$1,329.32	**$5,487.69**	http://paladinlightconstructiongroup.com/products.aspx
88861	**PALADIN / JRB**	**31**	**DOZER BLADE**	96" 6-way, 14 pin adapter kit, mounting kit	EA	1	1,400	$7,126.00	19.50%	$1,389.57	**$5,736.43**	http://paladinlightconstructiongroup.com/products.aspx
118699-022	**PALADIN / JRB**	**31**	**GRABBING TOOL**	"JAWZ" Hydraulic pulling tool for removal of brush, trees, fence posts, boulders, construction debris.	EA	1	605	$3,756.00	19.50%	$732.42	**$3,023.58**	http://paladinlightconstructiongroup.com/products.aspx
106874	**PALADIN / JRB**	**31**	**ROCK SAW 18**	18" Depth (specifiy 2.5" or 4.9" GP Picks), In cab controls w/ 14 pin plug. 50 replacement picks included with all mounting. HIGH FLOW REQUIRED	EA	1	1,775	$24,902.00	19.50%	$4,855.89	**$20,046.11**	http://paladinlightconstructiongroup.com/products.aspx
106875	**PALADIN / JRB**	**31**	**ROCK SAW 24**	24" Depth (specifiy 2.5" or 4.9" GP Picks), In cab controls w/ 14 pin plug. 50 replacement picks included with all mounting. HIGH FLOW REQUIRED	EA	1	2,095	$27,063.00	19.50%	$5,277.29	**$21,785.72**	http://paladinlightconstructiongroup.com/products.aspx
102140	**PALADIN / JRB**	**31**	**ROOT RAKE 72**	72" Heavy Duty w/ mounting	EA	1	1,140	$6,256.00	19.50%	$1,219.92	**$5,036.08**	http://paladinlightconstructiongroup.com/products.aspx
103820	**PALADIN / JRB**	**31**	**ROOT RAKE 78**	78" Heavy Duty w/ mounting	EA	1	1,399	$6,771.00	19.50%	$1,320.35	**$5,450.66**	http://paladinlightconstructiongroup.com/products.aspx
LAF5273	**PALADIN / JRB**	**31**	**SCRAP GRAPPLE BUCKET - SEVERE DUTY 74**	74" Demolition Grade, smooth bottom & replaceable edge w/ all mounting and cushioned cylinder kit	EA	1	1,302	$6,987.00	19.50%	$1,362.47	**$5,624.54**	http://paladinlightconstructiongroup.com/products.aspx
LAF5278	**PALADIN / JRB**	**31**	**SCRAP GRAPPLE BUCKET - SEVERE DUTY 79**	79" Demolition Grade, smooth bottom & replaceable edge w/ all mounting and cushioned cylinder kit	EA	1	1,302	$7,131.00	19.50%	$1,390.55	**$5,740.46**	http://paladinlightconstructiongroup.com/products.aspx
11378	**PALADIN / JRB**	**31**	**SCRAP GRAPPLE BUCKET 78**	78" Construction Grade, smooth bottom & replaceable edge w/ all mounting	EA	1	999	$6,030.00	16.00%	$964.80	**$5,065.20**	http://paladinlightconstructiongroup.com/products.aspx
11384	**PALADIN / JRB**	**31**	**SCRAP GRAPPLE BUCKET 84**	84" Construction Grade, smooth bottom & replaceable edge w/ all mounting	EA	1	1,190	$6,483.00	19.50%	$1,264.19	**$5,218.82**	http://paladinlightconstructiongroup.com/products.aspx
TS50R-10	**TAKEUCHI**	**31**	**SKID STEER LOADER**	Open ROPS Canopy, 50 hp, 6,500 lbs Operating weight, 1,500 lbs lifting capacity, Radial Lift, Suspension seat. ADD Bucket	EA	1	6,500	$33,051.00	19.00%	$6,279.69	**$26,771.31**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=263&CatDesc=Skid+Steers
TS50V-10	**TAKEUCHI**	**31**	**SKID STEER LOADER**	Open ROPS Canopy, 50 hp, 7,000 lbs Operating weight, 2,000 lbs lifting capacity, Vertical Lift, Suspension seat. ADD Bucket	EA	1	7,000	$34,471.00	19.00%	$6,549.49	**$27,921.51**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=263&CatDesc=Skid+Steers

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
TS60R-10	**TAKEUCHI**	**31**	**SKID STEER LOADER**	Open ROPS Canopy, 60 hp, 6,500 lbs Operating weight, 1,500 lbs lifting capacity, Radial Lift, Suspension seat. ADD Bucket	EA	1	6,500	$35,230.00	19.00%	$6,693.70	**$28,536.30**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=263&CatDesc=Skid+Steers
TS60V-10	**TAKEUCHI**	**31**	**SKID STEER LOADER**	Open ROPS Canopy, 60 hp, 7,000 lbs Operating weight, 2,000 lbs lifting capacity, Vertical Lift, Suspension seat. ADD Bucket	EA	1	7,000	$38,097.00	19.00%	$7,238.43	**$30,858.57**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=263&CatDesc=Skid+Steers
TS80RR11	**TAKEUCHI**	**31**	**SKID STEER LOADER**	Open ROPS Canopy, 74 hp, 7,450 lbs Operating weight, 2,000 lbs lifting capacity, Radial Lift, Suspension seat. ADD Bucket	EA	1	7,450	$46,099.00	19.00%	$8,758.81	**$37,340.19**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=263&CatDesc=Skid+Steers
TS80VR11	**TAKEUCHI**	**31**	**SKID STEER LOADER**	Open ROPS Canopy, 74 hp, 8,100 lbs Operating weight, 2,600 lbs lifting capacity, Vertical Lift, Suspension seat. ADD Bucket	EA	1	8,100	$53,827.00	19.00%	$10,227.13	**$43,599.87**	http://www.wpi.com/new_vehicle_list.asp?sid=05867121X7K1K2013J8I22I20JAMQ6828R0&Manufacturer=2575&Category=263&CatDesc=Skid+Steers
MPH364S	**BOMAG**	**32**	**SOIL STABILIZER**	**Discontinued**								
MPH364SDM	**BOMAG**	**32**	**SOIL STABILIZER**	**Discontinued**								
114300 67603	**PALADIN / JRB**	**34**	**36" FORK KIT**	Class II ITA W/ universal mounting bracket (SSL CTL) backrest & right hand step.	EA	1	360	$1,265.00	19.50%	$246.68	**$1,018.33**	http://paladinlightconstructiongroup.com/products.aspx
114300 66302	**PALADIN / JRB**	**34**	**42" FORK KIT**	Class II ITA W/ universal mounting bracket (SSL CTL) backrest & right hand step.	EA	1	360	$1,275.00	19.50%	$248.63	**$1,026.38**	http://paladinlightconstructiongroup.com/products.aspx
114300 67604	**PALADIN / JRB**	**34**	**48" FORK KIT**	Class II ITA W/ universal mounting bracket (SSL CTL) backrest & right hand step.	EA	1	360	$1,285.00	19.50%	$250.58	**$1,034.43**	http://paladinlightconstructiongroup.com/products.aspx
QC6M	**PALADIN / JRB**	**34**	**6' BROOM KIT**	Manual Angle 32" Brush, 50% Wire 50% Poly	EA	1	852	$6,875.00	19.50%	$1,340.63	**$5,534.38**	http://paladinlightconstructiongroup.com/products.aspx
MM60S	**PALADIN / JRB**	**34**	**60" MULCHER (Grinder)**	Hydraulic mulcher used in land clearing by reducing brush, trees, debris to mulch. HIGH FLOW REQUIRED. FULL PRESSURIZED CAB REQUIRED. Continuous cleaning and lubrication required.	EA	1	2,605	$36,000.00	19.50%	$7,020.00	**$28,980.00**	http://paladinlightconstructiongroup.com/products.aspx
QC7M	**PALADIN / JRB**	**34**	**7' BROOM KIT**	Manual Angle 32" Brush, 50% Wire 50% Poly	EA	1	915	$7,860.00	19.50%	$1,532.70	**$6,327.30**	http://paladinlightconstructiongroup.com/products.aspx
QC7TL	**PALADIN / JRB**	**34**	**7' BROOM KIT**	Hydraulic Angle 32" Brush, 50% Wire 50% Poly	EA	1	915	$9,375.00	19.50%	$1,828.13	**$7,546.88**	http://paladinlightconstructiongroup.com/products.aspx
MM72S	**PALADIN / JRB**	**34**	**72" MULCHER (Grinder)**	Hydraulic mulcher used in land clearing by reducing brush, trees, debris to mulch. HIGH FLOW REQUIRED. FULL PRESSURIZED CAB REQUIRED. Continuous cleaning and lubrication required.	EA	1	2,975	$37,400.00	19.50%	$7,293.00	**$30,107.00**	http://paladinlightconstructiongroup.com/products.aspx

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X1475	**PALADIN / JRB**	**34**	**AUGER DRIVE**	Auger Drive Assby, 2" Hex, SSL Mounting Kit, ADD bits	EA	1	407	$2,445.00	19.50%	$476.78	**$1,968.23**	http://paladinlightconstructiongroup.com/products.aspx
15530	**PALADIN / JRB**	**34**	**BRUSH CUTTER**	72" Utility, w/ mounting	EA	1	1,470	$7,150.00	19.50%	$1,394.25	**$5,755.75**	http://paladinlightconstructiongroup.com/products.aspx
17880	**PALADIN / JRB**	**34**	**BRUSH CUTTER**	60" Utility, w/ mounting	EA	1	1,225	$6,500.00	19.50%	$1,267.50	**$5,232.50**	http://paladinlightconstructiongroup.com/products.aspx
30272 F9925	**PALADIN / JRB**	**34**	**BRUSH CUTTER EXTREME DUTY**	**Ground Shark** - 72" w/ mounting **HIGH FLOW REQUIRED**	EA	1	2,150	$14,750.00	19.50%	$2,876.25	**$11,873.75**	http://paladinlightconstructiongroup.com/products.aspx
11372-0022	**PALADIN / JRB**	**34**	**BRUSH GRAPPLE**	72" Construction Grade w/ mounting	EA	1	925	$5,188.00	19.50%	$1,011.66	**$4,176.34**	http://paladinlightconstructiongroup.com/products.aspx
11378-0022	**PALADIN / JRB**	**34**	**BRUSH GRAPPLE**	78" Construction Grade w/ mounting	EA	1	999	$5,450.00	19.50%	$1,062.75	**$4,387.25**	http://paladinlightconstructiongroup.com/products.aspx
11384-0022	**PALADIN / JRB**	**34**	**BRUSH GRAPPLE**	78" Construction Grade w/ mounting	EA	1	999	$5,450.00	19.50%	$1,062.75	**$4,387.25**	http://paladinlightconstructiongroup.com/products.aspx
LAF5412 II	**PALADIN / JRB**	**34**	**COLD PLANER**	12" w/ hydraulic shift, tilt & depth, cab controls, drum assembly, GP picks (extra set). Full Cab or Poly Door required.	EA	1	1,135	$12,500.00	19.50%	$2,437.50	**$10,062.50**	http://paladinlightconstructiongroup.com/products.aspx
LAF5418 II	**PALADIN / JRB**	**34**	**COLD PLANER**	18" w/ hydraulic shift, tilt & depth, cab controls, drum assembly, GP picks (extra set). Full Cab or Poly Door required. HIGH FLOW REQUIRED	EA	1	1,560	$20,600.00	19.50%	$4,017.00	**$16,583.00**	http://paladinlightconstructiongroup.com/products.aspx
LAF5424 II	**PALADIN / JRB**	**34**	**COLD PLANER**	24" w/ hydraulic shift, tilt & depth, cab controls, drum assembly, GP picks (extra set). Full Cab or Poly Door required. HIGH FLOW REQUIRED	EA	1	1,690	$23,150.00	19.50%	$4,514.25	**$18,635.75**	http://paladinlightconstructiongroup.com/products.aspx
TL10CRH	**TAKEUCHI**	**34**	**COMPACT TRACK LOADER**	HIGH FLOW ROPS/FOPS A/C CAB, 92 hp, 10,300 lbs Operating weight, 2,403 lbs lifting capacity, Radial Lift, 17.7" Rubber Tracks, High Flow Hydraulics, Suspension seat. ADD Bucket	EA	1	10,600	$73,545.00	19.00%	$13,973.55	**$59,571.45**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=05867121X7K1K2013J8I22I20JAMQ6828R0&ModelYear=2013&Manufacturer=2575&DispType=3737
TL10R	**TAKEUCHI**	**34**	**COMPACT TRACK LOADER**	Open ROPS Canopy, 92 hp, 10,300 lbs Operating weight, 2,403 lbs lifting capacity, Radial Lift, 17.7" Rubber Tracks, Suspension seat. ADD Bucket	EA	1	10,300	$70,495.00	19.00%	$13,394.05	**$57,100.95**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=05867121X7K1K2013J8I22I20JAMQ6828R0&ModelYear=2013&Manufacturer=2575&DispType=3737
TL12CRH	**TAKEUCHI**	**34**	**COMPACT TRACK LOADER**	HIGH FLOW ROPS/FOPS A/C CAB, 110 hp, 11,800 lbs Operating weight, 2,833 lbs lifting capacity, Radial Lift, 17.7" Rubber Tracks, High Flow Hydraulics, Suspension seat. ADD Bucket	EA	1	11,800	$86,395.00	19.00%	$16,415.05	**$69,979.95**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=05867121X7K1K2013J8I22I20JAMQ6828R0&ModelYear=2013&Manufacturer=2575&DispType=3737

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TL12R	**TAKEUCHI**	**34**	**COMPACT TRACK LOADER**	Open ROPS Canopy, 110 hp, 11,600 lbs Operating weight, 2,833 lbs lifting capacity, Radial Lift, 17.7" Rubber Tracks, Suspension seat. ADD Bucket	EA	1	11,600	$76,845.00	19.00%	$14,600.55	**$62,244.45**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=05867121X7K1K2013J8I22I20JAMQ6828R0&ModelYear=2013&Manufacturer=2575&DispType=3737
TL12V2	**TAKEUCHI**	**34**	**COMPACT TRACK LOADER**	Open ROPS Canopy, 111 hp, 12,500 lbs Operating weight, **4,107** lbs lifting capacity, Vertical Lift, 17.7" Rubber Tracks, Suspension seat. ADD Bucket	EA	1	12,500	$90,050.00	19.00%	$17,109.50	**$72,940.50**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=05867121X7K1K2013J8I22I20JAMQ6828R0&ModelYear=2013&Manufacturer=2575&DispType=3737
TL8RW	**TAKEUCHI**	**34**	**COMPACT TRACK LOADER**	Open ROPS Canopy, 74 hp, 8,300 lbs Operating weight, 1,885 lbs lifting capacity, Radial Lift, 15" Rubber Tracks, Suspension seat. ADD Bucket	EA	1	8,300	$53,303.00	19.00%	$10,127.57	**$43,175.43**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=05867121X7K1K2013J8I22I20JAMQ6828R0&ModelYear=2013&Manufacturer=2575&DispType=3737
88861	**PALADIN / JRB**	**34**	**DOZER BLADE**	84" 6-way, 14 pin adapter kit, mounting kit	EA	1	1,300	$6,817.00	19.50%	$1,329.32	**$5,487.69**	http://paladinlightconstructiongroup.com/products.aspx
88861	**PALADIN / JRB**	**34**	**DOZER BLADE**	96" 6-way, 14 pin adapter kit, mounting kit	EA	1	1,400	$7,126.00	19.50%	$1,389.57	**$5,736.43**	http://paladinlightconstructiongroup.com/products.aspx
118699-022	**PALADIN / JRB**	**34**	**GRABBING TOOL**	"JAWZ" Hydraulic pulling tool for removal of brush, trees, fence posts, boulders, construction debris.	EA	1	605	$3,756.00	19.50%	$732.42	**$3,023.58**	http://paladinlightconstructiongroup.com/products.aspx
106874	**PALADIN / JRB**	**34**	**ROCK SAW 18**	18" Depth (specifiy 2.5" or 4.9" GP Picks), In cab controls w/ 14 pin plug. 50 replacement picks included with all mounting. HIGH FLOW REQUIRED	EA	1	1,775	$24,902.00	19.50%	$4,855.89	**$20,046.11**	http://paladinlightconstructiongroup.com/products.aspx
106875	**PALADIN / JRB**	**34**	**ROCK SAW 24**	24" Depth (specifiy 2.5" or 4.9" GP Picks), In cab controls w/ 14 pin plug. 50 replacement picks included with all mounting. HIGH FLOW REQUIRED	EA	1	2,095	$27,063.00	19.50%	$5,277.29	**$21,785.72**	http://paladinlightconstructiongroup.com/products.aspx
102140	**PALADIN / JRB**	**34**	**ROOT RAKE 72**	72" Heavy Duty w/ mounting	EA	1	1,140	$6,256.00	19.50%	$1,219.92	**$5,036.08**	http://paladinlightconstructiongroup.com/products.aspx
103820	**PALADIN / JRB**	**34**	**ROOT RAKE 78**	78" Heavy Duty w/ mounting	EA	1	1,399	$6,771.00	19.50%	$1,320.35	**$5,450.66**	http://paladinlightconstructiongroup.com/products.aspx
LAF5273	**PALADIN / JRB**	**34**	**SCRAP GRAPPLE BUCKET - SEVERE DUTY 74**	74" Demolition Grade, smooth bottom & replaceable edge w/ all mounting and cushioned cylinder kit	EA	1	1,302	$6,987.00	19.50%	$1,362.47	**$5,624.54**	http://paladinlightconstructiongroup.com/products.aspx
LAF5278	**PALADIN / JRB**	**34**	**SCRAP GRAPPLE BUCKET - SEVERE DUTY 79**	79" Demolition Grade, smooth bottom & replaceable edge w/ all mounting and cushioned cylinder kit	EA	1	1,302	$7,131.00	19.50%	$1,390.55	**$5,740.46**	http://paladinlightconstructiongroup.com/products.aspx
11378	**PALADIN / JRB**	**34**	**SCRAP GRAPPLE BUCKET 78**	78" Construction Grade, smooth bottom & replaceable edge w/ all mounting	EA	1	999	$6,030.00	16.00%	$964.80	**$5,065.20**	http://paladinlightconstructiongroup.com/products.aspx

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11384	**PALADIN / JRB**	**34**	**SCRAP GRAPPLE BUCKET 84**	84" Construction Grade, smooth bottom & replaceable edge w/ all mounting	EA	1	1,190	$6,483.00	19.50%	$1,264.19	**$5,218.82**	http://paladinlightconstructiongroup.com/products.aspx
821 R-HD "E"	**SENNEBOGEN**	**35**	**CRAWLER MATERIAL HANDLER**	51,600 lbs. Operating Weight, 36' Reach, Cummins QSB4.5, Tier III 132 HP. BASE UNIT ONLY - Add accessories & Options	EA	1	51,600	$396,050.00	22.00%	$87,131.00	**$308,919.00**	http://www.wpi.com/new_vehicle_list.asp?brands=y&dropdown=y&mainmanufacturer=2853&ModelYear=2013&Manufacturer=2853&DispType=11599
825 R-HD "D"	**SENNEBOGEN**	**35**	**CRAWLER MATERIAL HANDLER**	72,750 lbs. Operating Weight, 43'4" Reach, Cummins QSB6.7, Tier III 173 HP. BASE UNIT ONLY - Add accessories & Options	EA	1	72,750	$449,410.00	22.00%	$98,870.20	**$350,539.80**	http://www.wpi.com/new_vehicle_list.asp?brands=y&dropdown=y&mainmanufacturer=2853&ModelYear=2013&Manufacturer=2853&DispType=11599
830 R-HD "E"	**SENNEBOGEN**	**35**	**CRAWLER MATERIAL HANDLER**	90,000 lbs. Operating Weight, 50'3" Reach, Cummins QSB6.7, Tier 4 224 HP. BASE UNIT ONLY - Add accessories & Options	EA	1	89,300	$557,830.00	22.00%	$122,722.60	**$435,107.40**	http://www.wpi.com/new_vehicle_list.asp?brands=y&dropdown=y&mainmanufacturer=2853&ModelYear=2013&Manufacturer=2853&DispType=11599
821 M "C"	**SENNEBOGEN**	**35**	**WHEELED MATERIAL HANDLER**	54,000 lbs. Operating Weight, 36' Reach, Cummins QSB4.5, Tier III 132 HP. BASE UNIT ONLY - Add accessories & Options	EA	1	54,000	$399,480.00	22.00%	$87,885.60	**$311,594.40**	http://www.wpi.com/new_vehicle_list.asp?brands=y&dropdown=y&mainmanufacturer=2853&ModelYear=2013&Manufacturer=2853&DispType=11599
825 M "D"	**SENNEBOGEN**	**35**	**WHEELED MATERIAL HANDLER**	64,250 lbs. Operating Weight, 43'4" Reach, Cummins QSB6.7, Tier III 173 HP. BASE UNIT ONLY - Add accessories & Options	EA	1	64,250	$449,410.00	22.00%	$98,870.20	**$350,539.80**	http://www.wpi.com/new_vehicle_list.asp?brands=y&dropdown=y&mainmanufacturer=2853&ModelYear=2013&Manufacturer=2853&DispType=11599
830 M "E"	**SENNEBOGEN**	**35**	**WHEELED MATERIAL HANDLER**	84,900 lbs. Operating Weight, 50'3" Reach, Cummins QSB6.7, Tier 4 224 HP. BASE UNIT ONLY - Add accessories & Options	EA	1	84,900	$594,440.00	22.00%	$130,776.80	**$463,663.20**	http://www.wpi.com/new_vehicle_list.asp?brands=y&dropdown=y&mainmanufacturer=2853&ModelYear=2013&Manufacturer=2853&DispType=11599
830 M-HD-S "E"	**SENNEBOGEN**	**35**	**WHEELED MATERIAL HANDLER**	90,000 lbs. Operating Weight, 50'3" Reach, Cummins QSB6.7, Tier 4 224 HP. BASE UNIT ONLY - Add accessories & Options	EA	1	90,000	$641,950.00	22.00%	$141,229.00	**$500,721.00**	http://www.wpi.com/new_vehicle_list.asp?brands=y&dropdown=y&mainmanufacturer=2853&ModelYear=2013&Manufacturer=2853&DispType=11599
830 R-HD "E"	**SENNEBOGEN**	**35**	**WHEELED MATERIAL HANDLER**	90,000 lbs. Operating Weight, 50'3" Reach, Cummins QSB6.7, Tier 4 224 HP. BASE UNIT ONLY - Add accessories & Options	EA	1	90,000	$557,830.00	22.00%	$122,722.60	**$435,107.40**	http://www.wpi.com/new_vehicle_list.asp?brands=y&dropdown=y&mainmanufacturer=2853&ModelYear=2013&Manufacturer=2853&DispType=11599
D155AXi-8	**KOMATSU**	**36**	**CRAWLER DOZER**	354 HP Tier 4, 60,960 Lb. Operating Weight. , BASE UNIT ONLY WITH INTELLIGENT MACHINE CONTROLS- ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	69,600	$1,041,609.00	30.50%	$317,690.75	**$723,918.26**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D31EX-22	**KOMATSU**	**36**	**CRAWLER DOZER**	**Discontinued**								

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
D37EX-24	**KOMATSU**	**36**	**CRAWLER DOZER**	89 HP Tier 4, 16,950 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	16,950	$172,863.00	30.50%	$52,723.22	**$120,139.79**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D39EX-24	**KOMATSU**	**36**	**CRAWLER DOZER**	107 HP Tier 4, 20,800 Lb. Operating Weight , BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	20,800	$199,034.00	32.50%	$64,686.05	**$134,347.95**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D51EX-22	**KOMATSU**	**36**	**CRAWLER DOZER**	130 HP Tier 4, 27,800 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	27,800	$253,322.00	26.00%	$65,863.72	**$187,458.28**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D61EX-24	**KOMATSU**	**36**	**CRAWLER DOZER**	168 HP Tier 4, 39,100 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	39,100	$363,855.00	30.50%	$110,975.78	**$252,879.23**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D65EX-18	**KOMATSU**	**36**	**CRAWLER DOZER**	205 HP Tier 4, 44,400 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	44,400	$408,691.00	30.50%	$124,650.76	**$284,040.25**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D275AX-5SL	**KOMATSU**	**36**	**CRAWLER DOZER - LANDFILL**	449 HP Tier 4, 118,600 Lb. Operating Weight. , BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	118,600	POR				http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D31PX-22	**KOMATSU**	**36**	**CRAWLER DOZER - LGP**	**Discontinued**								
D37PX-24	**KOMATSU**	**36**	**CRAWLER DOZER - LGP**	107 HP Tier 4, 17,650 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	17,950	$191,693.00	30.50%	$58,466.37	**$133,226.64**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D39PX-24	**KOMATSU**	**36**	**CRAWLER DOZER - LGP**	105 HP Tier 4, 21,800 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	21,800	$203,279.00	32.50%	$66,065.68	**$137,213.33**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
D51PX-22	**KOMATSU**	**36**	**CRAWLER DOZER - LGP**	130 HP Tier 4, 28,800 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	28,800	$263,671.00	26.00%	$68,554.46	**$195,116.54**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D61PX-23	**KOMATSU**	**36**	**CRAWLER DOZER - LGP**	168 HP Tier 4, 41,100 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	41,100	$383,724.00	30.50%	$117,035.82	**$266,688.18**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D65PX-18	**KOMATSU**	**36**	**CRAWLER DOZER - LGP**	205 HP Tier 4, 47,400 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	47,000	$451,350.00	30.50%	$137,661.75	**$313,688.25**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
D65WX-17	**KOMATSU**	**36**	**CRAWLER DOZER - LGP**	205 HP Tier 4, 46,000 Lb. Operating Weight, BASE UNIT ONLY - ADD Mandatory Accessories & Options including blade. Includes Komtrax Monitoring & Komatsu CARE	EA	1	46,000	$391,442.00	30.50%	$119,389.81	**$272,052.19**	http://www.wpi.com/new_vehicle_list.asp?sid=04505535X9K19K2011J8I00I50JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=2584&ModelYear=2012&Manufacturer=2584&DispType=3761
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	18" Heavy Duty w/ teeth, w/o pins	EA	1		$3,121.00	12.50%	$390.13	**$2,730.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	18" Heavy Duty w/ teeth, w/o pins	EA	1	780	$3,121.00	12.50%	$390.13	**$2,730.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	24" Heavy Duty w/ teeth, w/o pins	EA	1	970	$3,463.00	12.50%	$432.88	**$3,030.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	30" Heavy Duty w/ teeth, w/o pins	EA	1	1,100	$3,843.00	12.50%	$480.38	**$3,362.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	36" Heavy Duty w/ teeth, w/o pins	EA	1	1,250	$4,267.00	12.50%	$533.38	**$3,733.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	42" Heavy Duty w/ teeth, w/o pins	EA	1	1,350	$4,735.00	12.50%	$591.88	**$4,143.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	48" Heavy Duty w/ teeth, w/o pins	EA	1	1,500	$5,257.00	12.50%	$657.13	**$4,599.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	18" High Capacity, w/ teeth, w/o pins	EA	1	890	$3,512.00	12.50%	$439.00	**$3,073.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	24" High Capacity, w/ teeth, w/o pins	EA	1	1,020	$3,863.00	12.50%	$482.88	**$3,380.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	30" High Capacity, w/ teeth, w/o pins	EA	1	1,160	$4,288.00	12.50%	$536.00	**$3,752.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	36" High Capacity, w/ teeth, w/o pins	EA	1	1,320	$4,759.00	12.50%	$594.88	**$4,164.13**	http://www.werk-brau.com/attachment-products/18

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	42" High Capacity, w/ teeth, w/o pins	EA	1	1,460	$5,284.00	12.50%	$660.50	**$4,623.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 12 TON CLASS**	48" High Capacity, w/ teeth, w/o pins	EA	1	1,620	$7,718.00	12.50%	$964.75	**$6,753.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	18" Heavy Duty w/ teeth, w/o pins	EA	1	924	$3,512.00	12.50%	$439.00	**$3,073.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	24" Heavy Duty w/ teeth, w/o pins	EA	1	1,074	$3,863.00	12.50%	$482.88	**$3,380.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	30" Heavy Duty w/ teeth, w/o pins	EA	1	1,210	$4,250.00	12.50%	$531.25	**$3,718.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	36" Heavy Duty w/ teeth, w/o pins	EA	1	1,364	$4,675.00	12.50%	$584.38	**$4,090.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	42" Heavy Duty w/ teeth, w/o pins	EA	1	1,496	$5,142.00	12.50%	$642.75	**$4,499.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	48" Heavy Duty w/ teeth, w/o pins	EA	1	1,650	$5,655.00	12.50%	$706.88	**$4,948.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	18" High Capacity, w/ teeth, w/o pins	EA	1	1,050	$3,939.00	12.50%	$492.38	**$3,446.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	24" High Capacity, w/ teeth, w/o pins	EA	1	1,220	$4,527.00	12.50%	$565.88	**$3,961.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	30" High Capacity, w/ teeth, w/o pins	EA	1	1,375	$5,025.00	12.50%	$628.13	**$4,396.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	36" High Capacity, w/ teeth, w/o pins	EA	1	1,550	$5,579.00	12.50%	$697.38	**$4,881.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	42" High Capacity, w/ teeth, w/o pins	EA	1	1,700	$6,193.00	12.50%	$774.13	**$5,418.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 15 TON CLASS**	48" High Capacity, w/ teeth, w/o pins	EA	1	1,650	$6,873.00	12.50%	$859.13	**$6,013.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	24" Heavy Duty w/ teeth, w/o pins	EA	1	1,320	$4,788.00	12.50%	$598.50	**$4,189.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	30" Heavy Duty w/ teeth, w/o pins	EA	1	1,496	$5,362.00	12.50%	$670.25	**$4,691.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	36" Heavy Duty w/ teeth, w/o pins	EA	1	1,694	$6,007.00	12.50%	$750.88	**$5,256.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	42" Heavy Duty w/ teeth, w/o pins	EA	1	1,857	$6,728.00	12.50%	$841.00	**$5,887.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	48" Heavy Duty w/ teeth, w/o pins	EA	1	2,059	$7,534.00	12.50%	$941.75	**$6,592.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	54" Heavy Duty w/ teeth, w/o pins	EA	1	2,209	$8,439.00	12.50%	$1,054.88	**$7,384.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	24" High Capacity, w/ teeth, w/o pins	EA	1	1,500	$5,170.00	12.50%	$646.25	**$4,523.75**	http://www.werk-brau.com/attachment-products/18

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	30" High Capacity, w/ teeth, w/o pins	EA	1	1,700	$5,792.00	12.50%	$724.00	**$5,068.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	36" High Capacity, w/ teeth, w/o pins	EA	1	1,925	$6,487.00	12.50%	$810.88	**$5,676.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	42" High Capacity, w/ teeth, w/o pins	EA	1	2,110	$7,265.00	12.50%	$908.13	**$6,356.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	48" High Capacity, w/ teeth, w/o pins	EA	1	2,340	$8,137.00	12.50%	$1,017.13	**$7,119.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 20 TON CLASS**	54" High Capacity, w/ teeth, w/o pins	EA	1	2,510	$9,114.00	12.50%	$1,139.25	**$7,974.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	24" Heavy Duty w/ teeth, w/o pins	EA	1	1,698	$5,584.00	12.50%	$698.00	**$4,886.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	30" Heavy Duty w/ teeth, w/o pins	EA	1	1,930	$5,939.00	12.50%	$742.38	**$5,196.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	36" Heavy Duty w/ teeth, w/o pins	EA	1	2,113	$6,533.00	12.50%	$816.63	**$5,716.38**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	42" Heavy Duty w/ teeth, w/o pins	EA	1	2,344	$7,187.00	12.50%	$898.38	**$6,288.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	48" Heavy Duty w/ teeth, w/o pins	EA	1	2,528	$7,905.00	12.50%	$988.13	**$6,916.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	54" Heavy Duty w/ teeth, w/o pins	EA	1	2,759	$8,695.00	12.50%	$1,086.88	**$7,608.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	24" High Capacity, w/ teeth, w/o pins	EA	1	1,929	$5,668.00	12.50%	$708.50	**$4,959.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	30" High Capacity, w/ teeth, w/o pins	EA	1	2,193	$6,291.00	12.50%	$786.38	**$5,504.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	36" High Capacity, w/ teeth, w/o pins	EA	1	2,401	$6,984.00	12.50%	$873.00	**$6,111.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	42" High Capacity, w/ teeth, w/o pins	EA	1	2,664	$7,751.00	12.50%	$968.88	**$6,782.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	48" High Capacity, w/ teeth, w/o pins	EA	1	2,873	$8,604.00	12.50%	$1,075.50	**$7,528.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 25 TON CLASS**	54" High Capacity, w/ teeth, w/o pins	EA	1	3,135	$9,551.00	12.50%	$1,193.88	**$8,357.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	24" Heavy Duty w/ teeth, w/o pins	EA	1	1,954	$6,379.00	12.50%	$797.38	**$5,581.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	30" Heavy Duty w/ teeth, w/o pins	EA	1	2,282	$7,018.00	12.50%	$877.25	**$6,140.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	36" Heavy Duty w/ teeth, w/o pins	EA	1	2,530	$7,720.00	12.50%	$965.00	**$6,755.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	42" Heavy Duty w/ teeth, w/o pins	EA	1	2,728	$8,492.00	12.50%	$1,061.50	**$7,430.50**	http://www.werk-brau.com/attachment-products/18

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	48" Heavy Duty w/ teeth, w/o pins	EA	1	2,992	$9,341.00	12.50%	$1,167.63	**$8,173.38**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	54" Heavy Duty w/ teeth, w/o pins	EA	1	3,190	$10,275.00	12.50%	$1,284.38	**$8,990.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	60" Heavy Duty w/ teeth, w/o pins	EA	1	3,476	$11,302.00	12.50%	$1,412.75	**$9,889.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	24" High Capacity, w/ teeth, w/o pins	EA	1	2,220	$6,928.00	12.50%	$866.00	**$6,062.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	30" High Capacity, w/ teeth, w/o pins	EA	1	2,570	$7,622.00	12.50%	$952.75	**$6,669.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	36" High Capacity, w/ teeth, w/o pins	EA	1	2,875	$8,384.00	12.50%	$1,048.00	**$7,336.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	42" High Capacity, w/ teeth, w/o pins	EA	1	3,100	$9,223.00	12.50%	$1,152.88	**$8,070.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	48" High Capacity, w/ teeth, w/o pins	EA	1	3,400	$10,144.00	12.50%	$1,268.00	**$8,876.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	54" High Capacity, w/ teeth, w/o pins	EA	1	3,625	$11,160.00	12.50%	$1,395.00	**$9,765.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 30 TON CLASS**	60" High Capacity, w/ teeth, w/o pins	EA	1	3,950	$12,275.00	12.50%	$1,534.38	**$10,740.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	24" Heavy Duty w/ teeth, w/o pins	EA	1	2,094	$6,927.00	12.50%	$865.88	**$6,061.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	30" Heavy Duty w/ teeth, w/o pins	EA	1	2,394	$7,551.00	12.50%	$943.88	**$6,607.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	36" Heavy Duty w/ teeth, w/o pins	EA	1	2,526	$8,231.00	12.50%	$1,028.88	**$7,202.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	42" Heavy Duty w/ teeth, w/o pins	EA	1	2,878	$8,972.00	12.50%	$1,121.50	**$7,850.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	48" Heavy Duty w/ teeth, w/o pins	EA	1	3,036	$9,780.00	12.50%	$1,222.50	**$8,557.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	54" Heavy Duty w/ teeth, w/o pins	EA	1	3,406	$10,658.00	12.50%	$1,332.25	**$9,325.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	60" Heavy Duty w/ teeth, w/o pins	EA	1	3,564	$11,617.00	12.50%	$1,452.13	**$10,164.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	66" Heavy Duty w/ teeth, w/o pins	EA	1	3,800	$12,665.00	12.50%	$1,583.13	**$11,081.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	24" High Capacity, w/ teeth, w/o pins	EA	1	2,380	$7,554.00	12.50%	$944.25	**$6,609.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	30" High Capacity, w/ teeth, w/o pins	EA	1	2,729	$8,310.00	12.50%	$1,038.75	**$7,271.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	36" High Capacity, w/ teeth, w/o pins	EA	1	2,870	$9,141.00	12.50%	$1,142.63	**$7,998.38**	http://www.werk-brau.com/attachment-products/18

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	42" High Capacity, w/ teeth, w/o pins	EA	1	3,270	$10,055.00	12.50%	$1,256.88	**$8,798.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	48" High Capacity, w/ teeth, w/o pins	EA	1	3,450	$11,062.00	12.50%	$1,382.75	**$9,679.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	54" High Capacity, w/ teeth, w/o pins	EA	1	3,870	$12,167.00	12.50%	$1,520.88	**$10,646.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 35 TON CLASS**	60" High Capacity, w/ teeth, w/o pins	EA	1	4,050	$13,383.00	12.50%	$1,672.88	**$11,710.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	24" Heavy Duty w/ teeth, w/o pins	EA	1	2,354	$8,517.00	12.50%	$1,064.63	**$7,452.38**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	30" Heavy Duty w/ teeth, w/o pins	EA	1	2,675	$9,199.00	12.50%	$1,149.88	**$8,049.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	36" Heavy Duty w/ teeth, w/o pins	EA	1	2,930	$9,935.00	12.50%	$1,241.88	**$8,693.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	42" Heavy Duty w/ teeth, w/o pins	EA	1	3,256	$10,729.00	12.50%	$1,341.13	**$9,387.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	48" Heavy Duty w/ teeth, w/o pins	EA	1	3,573	$11,589.00	12.50%	$1,448.63	**$10,140.38**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	54" Heavy Duty w/ teeth, w/o pins	EA	1	3,828	$12,515.00	12.50%	$1,564.38	**$10,950.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	60" Heavy Duty w/ teeth, w/o pins	EA	1	4,074	$13,517.00	12.50%	$1,689.63	**$11,827.38**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	66" Heavy Duty w/ teeth, w/o pins	EA	1	4,470	$14,598.00	12.50%	$1,824.75	**$12,773.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	72" Heavy Duty w/ teeth, w/o pins	EA	1	4,740	$15,766.00	12.50%	$1,970.75	**$13,795.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	24" High Capacity, w/ teeth, w/o pins	EA	1	2,675	$9,349.00	12.50%	$1,168.63	**$8,180.38**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	30" High Capacity, w/ teeth, w/o pins	EA	1	3,040	$10,099.00	12.50%	$1,262.38	**$8,836.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	36" High Capacity, w/ teeth, w/o pins	EA	1	3,330	$10,905.00	12.50%	$1,363.13	**$9,541.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	42" High Capacity, w/ teeth, w/o pins	EA	1	3,700	$11,810.00	12.50%	$1,476.25	**$10,333.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	48" High Capacity, w/ teeth, w/o pins	EA	1	4,060	$12,720.00	12.50%	$1,590.00	**$11,130.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	54" High Capacity, w/ teeth, w/o pins	EA	1	4,350	$13,737.00	12.50%	$1,717.13	**$12,019.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	60" High Capacity, w/ teeth, w/o pins	EA	1	4,630	$14,837.00	12.50%	$1,854.63	**$12,982.38**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	66" High Capacity, w/ teeth, w/o pins	EA	1	5,080	$16,024.00	12.50%	$2,003.00	**$14,021.00**	http://www.werk-brau.com/attachment-products/18

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
n-a	**WERK-BRAU**	**37**	**BUCKET - 40 TON CLASS**	72" High Capacity, w/ teeth, w/o pins	EA	1	5,385	$17,306.00	12.50%	$2,163.25	**$15,142.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	30" Heavy Duty w/ teeth, w/o pins	EA	1	2,992	$11,706.00	12.50%	$1,463.25	**$10,242.75**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	36" Heavy Duty w/ teeth, w/o pins	EA	1	3,256	$12,644.00	12.50%	$1,580.50	**$11,063.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	42" Heavy Duty w/ teeth, w/o pins	EA	1	3,608	$13,655.00	12.50%	$1,706.88	**$11,948.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	48" Heavy Duty w/ teeth, w/o pins	EA	1	3,872	$14,747.00	12.50%	$1,843.38	**$12,903.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	54" Heavy Duty w/ teeth, w/o pins	EA	1	4,206	$15,926.00	12.50%	$1,990.75	**$13,935.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	60" Heavy Duty w/ teeth, w/o pins	EA	1	4,470	$17,201.00	12.50%	$2,150.13	**$15,050.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	66" Heavy Duty w/ teeth, w/o pins	EA	1	4,805	$18,577.00	12.50%	$2,322.13	**$16,254.88**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	72" Heavy Duty w/ teeth, w/o pins	EA	1	5,148	$20,063.00	12.50%	$2,507.88	**$17,555.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	30" High Capacity, w/ teeth, w/o pins	EA	1	3,400	$12,564.00	12.50%	$1,570.50	**$10,993.50**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	36" High Capacity, w/ teeth, w/o pins	EA	1	3,700	$13,568.00	12.50%	$1,696.00	**$11,872.00**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	42" High Capacity, w/ teeth, w/o pins	EA	1	4,100	$14,655.00	12.50%	$1,831.88	**$12,823.13**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	48" High Capacity, w/ teeth, w/o pins	EA	1	4,400	$15,827.00	12.50%	$1,978.38	**$13,848.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	54" High Capacity, w/ teeth, w/o pins	EA	1	4,780	$17,094.00	12.50%	$2,136.75	**$14,957.25**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	60" High Capacity, w/ teeth, w/o pins	EA	1	5,080	$18,461.00	12.50%	$2,307.63	**$16,153.38**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	66" High Capacity, w/ teeth, w/o pins	EA	1	5,460	$19,939.00	12.50%	$2,492.38	**$17,446.63**	http://www.werk-brau.com/attachment-products/18
n-a	**WERK-BRAU**	**37**	**BUCKET - 50 TON CLASS**	72" High Capacity, w/ teeth, w/o pins	EA	1	5,850	$21,533.00	12.50%	$2,691.63	**$18,841.38**	http://www.werk-brau.com/attachment-products/18
PC130-8	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	**Discontinued**								
PC138USLC-11	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	94 HP Tier 4, 32,000 lb. Operating Weight - 19' 4" Dig Depth , BASE UNIT ONLY - Add Accessories & Options including bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	32,000	$213,469.00	39.00%	$83,252.91	**$130,216.09**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
PC170LC-10	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	115 HP, 36,700 lb. Operating Weight - 19' 4" Dig Depth, BASE UNIT ONLY - Add Accessories & Options including bucket. Includes Komtrax Monitoring	EA	1	36,700	$220,217.00	32.50%	$71,570.53	**$148,646.48**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC210LC-10	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	158 HP Tier 4, 49,000 lb. Operating Weight - 21' 9" Dig Depth, BASE UNIT ONLY - Add Accessories & Options including bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	49,000	$310,466.00	42.50%	$131,948.05	**$178,517.95**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC240LC-11	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	177 HP Tier 4, 55,000 lb. Operating Weight - 24' Dig Depth, BASE UNIT ONLY - Add Accessories & Options including bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	55,000	$396,439.00	43.50%	$172,450.97	**$223,988.04**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC290LC-11	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	196 HP Tier 4, 67,400 lb. Operating Weight - 22' 9" Dig Depth, BASE UNIT ONLY - Add Accessories & Options including bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	67,400	$464,843.00	46.00%	$213,827.78	**$251,015.22**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC360LC-11	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	257 HP Tier 4, 78,800 lb. Operating Weight - 26' 10" Dig Depth , BASE UNIT ONLY - Add Accessories & Options including bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	78,800	$524,948.00	42.50%	$223,102.90	**$301,845.10**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC390LC-11	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	257 HP Tier 4, 87,000 lb. Operating Weight - 26' 10" Dig Depth, BASE UNIT ONLY - Add Accessories & Options including bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	87,000	$548,518.00	42.50%	$233,120.15	**$315,397.85**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
PC490LC-11	**KOMATSU**	**37**	**EXCAVATOR - HYDRAULIC**	359 HP Tier 4, 105,000 lb. Operating Weight - 30' 4" Dig Depth, BASE UNIT ONLY - Add Accessories & Options including bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	105,000	$692,987.00	40.50%	$280,659.74	**$412,327.27**	http://www.wpi.com/new_vehicle_list.asp?Category=69&CatDesc=Excavators&ModelYear=2012&Manufacturer=2584
AK230/235	**DOPPSTADT**	**38**	**HIGH SPEED GRINDER**	239 HP, 67 X 20" Feeding Roller, 1350 rpm Hammer Mill w/ 16 hammers & 28 teeth, BASE UNIT ONLY - Add accessories & options.	EA	1	33,070	$358,562.00	12.50%	$44,820.25	**$313,741.75**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
AK530/635	**DOPPSTADT**	**38**	**HIGH SPEED GRINDER**	598 HP, 5' 6" X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 36 carbide tipped hammers, rear discharge to 14' 9". BASE UNIT ONLY - Add accessories & options.	EA	1	55,150	$625,757.00	12.50%	$78,219.63	**$547,537.38**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
AK630/635SA	**DOPPSTADT**	**38**	**HIGH SPEED GRINDER**	598 HP, 5' 6" X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 36 carbide tipped hammers, rear discharge to 14' 9". BASE UNIT ONLY - Add accessories & options.	EA	1	66,140	$676,076.00	12.50%	$84,509.50	**$591,566.50**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
SM514	**DOPPSTADT**	**38**	**TROMMEL SCREEN**	4 Cu Yd Hopper, 49 HP, 5' x 14' Drum, 10' X 24" Side Conveyor, 10' X 24" Rear Conveyor. BASE UNIT ONLY - Add accessories & options.	EA	1	23,150	$215,223.00	12.50%	$26,902.88	**$188,320.13**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
SM617	**DOPPSTADT**	**38**	**TROMMEL SCREEN**	5.25 Cu Yd Hopper, 60 HP, 6' x 17' Drum, 16' X 32" Side Conveyor, 16' X 32" Rear Conveyor. BASE UNIT ONLY - Add accessories & options.	EA	1	29,760	$271,989.00	12.50%	$33,998.63	**$237,990.38**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
SM720	**DOPPSTADT**	**38**	**TROMMEL SCREEN**	6.5 Cu Yd Hopper, 101 HP, 7' x 20' Drum, 16' X 40" Side Conveyor, 16' X 40" Rear Conveyor. BASE UNIT ONLY - Add accessories & options.	EA	1	37,480	$335,891.00	12.50%	$41,986.38	**$293,904.63**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
SM726	**DOPPSTADT**	**38**	**TROMMEL SCREEN**	6.5 Cu Yd Hopper, 101 HP, 7' x 26' Drum, 16' X 40" Side Conveyor, 16' X 40" Rear Conveyor. BASE UNIT ONLY - Add accessories & options.	EA	1	52,910	$400,417.00	12.50%	$50,052.13	**$350,364.88**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
D152 4X2	**GRADALL**	**39**	**TRUCK MOUNTED EXCAVATOR**	Discovery 2-wheel Drive BASE UNIT ONLY Add bucket, options & accessories	EA	1	40,930	$231,250.00	2.50%	$5,781.25	**$225,468.75**	http://www.wpi.com/new_vehicle_list.asp?sid=01192591X10K9K2012J9I42I39JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
D152 4X4	**GRADALL**	**39**	**TRUCK MOUNTED EXCAVATOR**	Discovery 2-wheel Drive BASE UNIT ONLY Add bucket, options & accessories	EA	1	40,930	$255,000.00	2.50%	$6,375.00	**$248,625.00**	http://www.wpi.com/new_vehicle_list.asp?sid=01192591X10K9K2012J9I42I39JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL3100 4X2 V	**GRADALL**	**39**	**TRUCK MOUNTED EXCAVATOR**	2-wheel Drive 39,486 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	40,930	$306,735.00	2.50%	$7,668.38	**$299,066.63**	http://www.wpi.com/new_vehicle_list.asp?sid=01192591X10K9K2012J9I42I39JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL3100 4X4 V	**GRADALL**	**39**	**TRUCK MOUNTED EXCAVATOR**	4-wheel Drive 41,176 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	41,720	$332,245.00	2.50%	$8,306.13	**$323,938.88**	http://www.wpi.com/new_vehicle_list.asp?sid=01192591X10K9K2012J9I42I39JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL4100 6X4 IV	**GRADALL**	**39**	**TRUCK MOUNTED EXCAVATOR**	All-wheel Drive 47,500 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	49,684	$364,286.00	2.50%	$9,107.15	**$355,178.85**	http://www.wpi.com/new_vehicle_list.asp?sid=01192591X10K9K2012J9I42I39JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
XL4100 6X6 IV	**GRADALL**	**39**	**TRUCK MOUNTED EXCAVATOR**	All-wheel Drive 49,400 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	50,925	$382,654.00	2.50%	$9,566.35	**$373,087.65**	http://www.wpi.com/new_vehicle_list.asp?sid=01192591X10K9K2012J9I42I39JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL5100 6X4 IV	**GRADALL**	**39**	**TRUCK MOUNTED EXCAVATOR**	All-wheel Drive 55,000 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	57,620	$412,347.00	2.50%	$10,308.68	**$402,038.33**	http://www.wpi.com/new_vehicle_list.asp?sid=01192591X10K9K2012J9I42I39JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL5100 6X6 IV	**GRADALL**	**39**	**TRUCK MOUNTED EXCAVATOR**	All-wheel Drive 56,900 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	58,379	$430,306.00	2.50%	$10,757.65	**$419,548.35**	http://www.wpi.com/new_vehicle_list.asp?sid=01192591X10K9K2012J9I42I39JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
BC 462EB	**BOMAG**	**41**	**EMBANKMENT COMPACTOR**	**Discontinued**								
BC 772 EB-4	**BOMAG**	**41**	**EMBANKMENT COMPACTOR**	139" Width, 77820 lbs Operating Weight, 148" Blade, 442 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	77,820	$492,215.00	22.00%	$108,287.30	**$383,927.70**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW124PDH-40	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - PAD DRUM**	47" Width, 7120 lbs Operating Weight, 22500 Max CF, 73 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	7,120	$70,275.00	22.00%	$15,460.50	**$54,814.50**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW145PDH-5	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - PAD DRUM**	56" Width, 11700 lbs Operating Weight, 22500 Max CF, 73 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	11,700	$111,180.00	22.00%	$24,459.60	**$86,720.40**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW177PDH-5	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - PAD DRUM**	66" Width, 11751 lbs Operating Weight, 22500 Max CF, 73 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	11,751	$132,645.00	22.00%	$29,181.90	**$103,463.10**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW211PD-5	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - PAD DRUM**	84" Width, 24300 lbs Operating Weight, 61875 Max CF, 133 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	61,875	$153,200.00	22.00%	$33,704.00	**$119,496.00**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors

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BW213PDH-4	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - PAD DRUM**	84" Width, 28300 lbs Operating Weight, 67500 Max CF, 160 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	67,500	$169,315.00	22.00%	$37,249.30	**$132,065.70**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW124DH-40	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - SMOOTH DRUM**	47" Width, 7010 lbs Operating Weight, 22500 Max CF, 73 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	7,010	$68,540.00	22.00%	$15,078.80	**$53,461.20**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW145DH-40	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - SMOOTH DRUM**	56" Width, 11023 lbs Operating Weight, 22500 Max CF, 73 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	11,023	$107,930.00	22.00%	$23,744.60	**$84,185.40**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW177DH-5	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - SMOOTH DRUM**	66" Width, 16115 lbs Operating Weight, 30375 Max CF, 74 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	16,115	$125,175.00	22.00%	$27,538.50	**$97,636.50**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW211D-5	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - SMOOTH DRUM**	84" Width, 21468 lbs Operating Weight, 53100 Max CF, 133 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	53,100	$138,605.00	22.00%	$30,493.10	**$108,111.90**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BW213D-4	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - SMOOTH DRUM**	**Discontinued**								
BW213DH-4 BVC	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - SMOOTH DRUM**	**Discontinued**								
BW213DH-5	**BOMAG**	**41**	**SINGLE DRUM VIBRATORY ROLLER - SMOOTH DRUM**	84" Width, 27500 lbs Operating Weight, 67500 Max CF, 160 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	67,500	$177,285.00	22.00%	$39,002.70	**$138,282.30**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
200SB	**PALADIN / JRB**	**43**	**BLADE KIT**	DOZER BLADE KIT - STRAIGHT BLADE - 96" x 30"	EA	1	1,050	$9,047.00	19.50%	$1,764.17	**$7,282.84**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300HAB10	**PALADIN / JRB**	**43**	**BLADE KIT**	DOZER BLADE KIT - HYDRAULIC ANGLE 122" x 30"	EA	1		$23,742.00	19.50%	$4,629.69	**$19,112.31**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
300HAB875	**PALADIN / JRB**	**43**	**BLADE KIT**	DOZER BLADE KIT - HYDRAULIC ANGLE 105" x 30"	EA	1		$19,132.00	19.50%	$3,730.74	**$15,401.26**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB

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300MAB875	**PALADIN / JRB**	**43**	**BLADE KIT**	DOZER BLADE KIT - MANUAL ANGLE - 105" x 30"	EA	1		$13,249.00	19.50%	$2,583.56	**$10,665.45**	http://paladinconstructiongroup.com/products.aspx?viewBy=Categories&byBrand=JRB
WA200-7	**KOMATSU**	**43**	**WHEEL LOADER**	126 HP Tier 3, 2.6 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring	EA	1		$187,813.00	32.50%	$61,039.23	**$126,773.78**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA200PZ-6	**KOMATSU**	**43**	**WHEEL LOADER**	**Discontinued**								
WA250-6	**KOMATSU**	**43**	**WHEEL LOADER**	138 HP Tier 3, 2.6 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring	EA	1		$207,103.00	32.50%	$67,308.48	**$139,794.53**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA270-7	**KOMATSU**	**43**	**WHEEL LOADER**	149 HP Tier 4, 3.0 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1		$220,744.00	35.00%	$77,260.40	**$143,483.60**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA320-7	**KOMATSU**	**43**	**WHEEL LOADER**	165 HP Tier 4, 3.7 - 4.2 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1		$255,810.00	35.00%	$89,533.50	**$166,276.50**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA380-8	**KOMATSU**	**43**	**WHEEL LOADER**	272 HP Tier 4, 5.0 - 5.75 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1		$330,972.00	35.00%	$115,840.20	**$215,131.80**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA470-7	**KOMATSU**	**43**	**WHEEL LOADER**	273 HP Tier 4, 5.5 CU YD BUCKET CAPACITY, , BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	52,300	$508,838.00	35.00%	$178,093.30	**$330,744.70**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759

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WA500-8	**KOMATSU**	**43**	**WHEEL LOADER**	353 HP Tier 4, 9.8 - 8.2 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	75,000	$682,794.00	35.00%	$238,977.90	**$443,816.10**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
XL3200 V	**GRADALL**	**44**	**RT WHEELED EXCAVATOR**	All-wheel Drive 39,300 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	39,294	$232,996.00	2.50%	$5,824.90	**$227,171.10**	http://www.wpi.com/new_vehicle_list.asp?sid=06517908X10K9K2012J9I41I59JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL3300 V	**GRADALL**	**44**	**RT WHEELED EXCAVATOR**	All-wheel Drive 39294 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	40,000	$274,118.00	2.50%	$6,852.95	**$267,265.05**	http://www.wpi.com/new_vehicle_list.asp?sid=06517908X10K9K2012J9I41I59JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL4200 V	**GRADALL**	**44**	**RT WHEELED EXCAVATOR**	All-wheel Drive 45,800 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	43,580	$286,690.00	2.50%	$7,167.25	**$279,522.75**	http://www.wpi.com/new_vehicle_list.asp?sid=06517908X10K9K2012J9I41I59JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL4300 V	**GRADALL**	**44**	**RT WHEELED EXCAVATOR**	All-wheel Drive 43580Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	44,000	$301,873.00	2.50%	$7,546.83	**$294,326.18**	http://www.wpi.com/new_vehicle_list.asp?sid=06517908X10K9K2012J9I41I59JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
XL5300 V	**GRADALL**	**44**	**RT WHEELED EXCAVATOR**	All-wheel Drive 51,200 Operating Weight BASE UNIT ONLY Add bucket, options & accessories	EA	1	51,216	$352,282.00	2.50%	$8,807.05	**$343,474.95**	http://www.wpi.com/new_vehicle_list.asp?sid=06517908X10K9K2012J9I41I59JAMQ6828R0&brands=y&dropdown=y&mainmanufacturer=4316&ModelYear=2013&Manufacturer=2754&DispType=9790
WA270-7	**KOMATSU**	**45**	**WHEEL LOADER**	149 HP Tier 4, 3.0 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1		$197,270.00	35.00%	$69,044.50	**$128,225.50**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA320-7	**KOMATSU**	**45**	**WHEEL LOADER**	165 HP Tier 4, 3.7 - 4.2 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1		$255,810.00	35.00%	$89,533.50	**$166,276.50**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
WA380-8	**KOMATSU**	**45**	**WHEEL LOADER**	272 HP Tier 4, 5.0 - 5.75 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1		$330,972.00	35.00%	$115,840.20	**$215,131.80**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA470-7	**KOMATSU**	**45**	**WHEEL LOADER**	273 HP Tier 4, 5.5 CU YD BUCKET CAPACITY, , BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	52,300	$508,838.00	35.00%	$178,093.30	**$330,744.70**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
WA500-8	**KOMATSU**	**45**	**WHEEL LOADER**	353 HP Tier 4, 9.8 - 8.2 CU YD BUCKET CAPACITY, BASE UNIT ONLY - ADD Mandatory Accessories & Options including tires & bucket. Includes Komtrax Monitoring & Komatsu CARE.	EA	1	75,000	$682,794.00	35.00%	$238,977.90	**$443,816.10**	http://www.wpi.com/new_vehicle_list.asp?Category=72&CatDesc=Loaders&Desc=&sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&ModelYear=2012&Manufacturer=2584&DispType=3759
TL10	**TAKEUCHI**	**51**	**COMPACT TRACK LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	10,400	$2,300.00	10.00%	$230.00	**$2,070.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TL10 HF	**TAKEUCHI**	**51**	**COMPACT TRACK LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	10,400	$2,500.00	10.00%	$250.00	**$2,250.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TL12	**TAKEUCHI**	**51**	**COMPACT TRACK LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	10,400	$2,700.00	10.00%	$270.00	**$2,430.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TL12 HF	**TAKEUCHI**	**51**	**COMPACT TRACK LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	10,400	$3,100.00	10.00%	$310.00	**$2,790.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TL8W	**TAKEUCHI**	**51**	**COMPACT TRACK LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	8,400	$1,700.00	10.00%	$170.00	**$1,530.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
D155AX-7	**KOMATSU**	**51**	**CRAWLER DOZER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	87,500	$17,880.00	10.00%	$1,788.00	**$16,092.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
D31EX/PX	**KOMATSU**	**51**	**CRAWLER DOZER**	**Discontinued**								
D39EX/PX	**KOMATSU**	**51**	**CRAWLER DOZER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	19,000	$3,920.00	10.00%	$392.00	**$3,528.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
D51EX/PX	**KOMATSU**	**51**	**CRAWLER DOZER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	30,000	$6,900.00	10.00%	$690.00	**$6,210.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
D61EX/PX	**KOMATSU**	**51**	**CRAWLER DOZER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	41,200	$8,810.00	10.00%	$881.00	**$7,929.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
D65EX/PX	**KOMATSU**	**51**	**CRAWLER DOZER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	46,000	$9,760.00	10.00%	$976.00	**$8,784.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC138USLC-10	**KOMATSU**	**51**	**EXCAVATOR - HYDRAULIC**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	32,800	$5,100.00	10.00%	$510.00	**$4,590.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC210LC-10	**KOMATSU**	**51**	**EXCAVATOR - HYDRAULIC**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	52,000	$7,700.00	10.00%	$770.00	**$6,930.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC240LC-10	**KOMATSU**	**51**	**EXCAVATOR - HYDRAULIC**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	55,200	$8,060.00	10.00%	$806.00	**$7,254.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC290LC-10	**KOMATSU**	**51**	**EXCAVATOR - HYDRAULIC**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	68,700	$8,740.00	10.00%	$874.00	**$7,866.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC360LC-10	**KOMATSU**	**51**	**EXCAVATOR - HYDRAULIC**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	81,000	$10,200.00	10.00%	$1,020.00	**$9,180.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC390LC-10	**KOMATSU**	**51**	**EXCAVATOR - HYDRAULIC**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	91,600	$11,860.00	10.00%	$1,186.00	**$10,674.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
PC490LC-10	**KOMATSU**	**51**	**EXCAVATOR - HYDRAULIC**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	109,300	$14,280.00	10.00%	$1,428.00	**$12,852.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
821M	**SENNEBOGEN**	**51**	**MATERIAL HANDLER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$11,500.00	10.00%	$1,150.00	**$10,350.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
825M	**SENNEBOGEN**	**51**	**MATERIAL HANDLER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$14,000.00	10.00%	$1,400.00	**$12,600.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC27MR-3	**KOMATSU**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	6,460	$1,660.00	10.00%	$166.00	**$1,494.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC35MR-3/A	**KOMATSU**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	8,000	$1,980.00	10.00%	$198.00	**$1,782.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC45MR-3/A	**KOMATSU**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	10,600	$2,400.00	10.00%	$240.00	**$2,160.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC55MR-3/A	**KOMATSU**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	11,400	$2,750.00	10.00%	$275.00	**$2,475.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC78US-8/A	**KOMATSU**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	16,500	$3,790.00	10.00%	$379.00	**$3,411.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
PC88MR-8/A	**KOMATSU**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	18,800	$4,060.00	10.00%	$406.00	**$3,654.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB138FR	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	8,300	$1,800.00	10.00%	$180.00	**$1,620.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
TB153FR	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	12,450	$2,200.00	10.00%	$220.00	**$1,980.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB180FR	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	18,370	$4,100.00	10.00%	$410.00	**$3,690.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB210R	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	3,600	$1,100.00	10.00%	$110.00	**$990.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB216	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	3,600	$1,100.00	10.00%	$110.00	**$990.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB228	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	6,100	$1,200.00	10.00%	$120.00	**$1,080.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB235	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	7,700	$1,500.00	10.00%	$150.00	**$1,350.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB250	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	10,700	$2,200.00	10.00%	$220.00	**$1,980.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB260	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	12,600	$1,500.00	10.00%	$150.00	**$1,350.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TB290	**TAKEUCHI**	**51**	**MINI EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	16,600	$2,700.00	10.00%	$270.00	**$2,430.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
GD655	**KOMATSU**	**51**	**MOTOR GRADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	39,600	$6,950.00	10.00%	$695.00	**$6,255.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
MPH122-2	**BOMAG**	**51**	**RECLAIMER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$14,500.00	10.00%	$1,450.00	**$13,050.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
MPH364R	**BOMAG**	**51**	**RECLAIMER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$13,500.00	10.00%	$1,350.00	**$12,150.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
DW3060K	**DOPPSTADT**	**51**	**SHREDDER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$19,000.00	10.00%	$1,900.00	**$17,100.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TS50R	**TAKEUCHI**	**51**	**SKID STEER LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	6,500	$1,200.00	10.00%	$120.00	**$1,080.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TS50V	**TAKEUCHI**	**51**	**SKID STEER LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	6,500	$1,250.00	10.00%	$125.00	**$1,125.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TS60R	**TAKEUCHI**	**51**	**SKID STEER LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	6,500	$1,300.00	10.00%	$130.00	**$1,170.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TS60V	**TAKEUCHI**	**51**	**SKID STEER LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	6,500	$1,375.00	10.00%	$137.50	**$1,237.50**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TS80R	**TAKEUCHI**	**51**	**SKID STEER LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	7,500	$1,500.00	10.00%	$150.00	**$1,350.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
TS80V	**TAKEUCHI**	**51**	**SKID STEER LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	7,550	$1,650.00	10.00%	$165.00	**$1,485.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
MPH364SDM	**BOMAG**	**51**	**STABILIZER**	**Discontinued**								
SM720	**DOPPSTADT**	**51**	**TROMMEL SCREEN**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$19,000.00	10.00%	$1,900.00	**$17,100.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
XL3100	**GRADALL**	**51**	**TRUCK MOUNTED EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$8,000.00	10.00%	$800.00	**$7,200.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
XL4100	**GRADALL**	**51**	**TRUCK MOUNTED EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$9,000.00	10.00%	$900.00	**$8,100.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
BW213DH BW213PDH	**BOMAG**	**51**	**VIBRATORY ROLLER**	**Discontinued**								
WA200	**KOMATSU**	**51**	**WHEEL LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	22,300	$4,110.00	10.00%	$411.00	**$3,699.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
WA270-7	**KOMATSU**	**51**	**WHEEL LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	29,000	$5,840.00	10.00%	$584.00	**$5,256.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
WA320-7	**KOMATSU**	**51**	**WHEEL LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	34,000	$6,140.00	10.00%	$614.00	**$5,526.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
WA380-7	**KOMATSU**	**51**	**WHEEL LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	41,000	$8,840.00	10.00%	$884.00	**$7,956.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
WA470-7	**KOMATSU**	**51**	**WHEEL LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	52,300	$11,030.00	10.00%	$1,103.00	**$9,927.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
WA500-7	**KOMATSU**	**51**	**WHEEL LOADER**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1	75,000	$14,030.00	10.00%	$1,403.00	**$12,627.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
XL3300 III	**GRADALL**	**51**	**WHEELED EXCAVATOR**	See New Equipment listing for specifications. Rates DO NOT include transportation charges and are based on a minimum rental period of one month.	EA	1		$8,000.00	10.00%	$800.00	**$7,200.00**	http://www.wpi.com/custompage.asp?pg=RentalEquipment4
AK230/235	**DOPPSTADT**	**56**	**HIGH SPEED GRINDER**	239 HP, 67 X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 16 hammers & 28 teeth, BASE UNIT ONLY - Add accessories & options.	EA	1	33,070	$358,562.00	12.50%	$44,820.25	**$313,741.75**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
AK530/635	**DOPPSTADT**	**56**	**HIGH SPEED GRINDER**	598 HP, 5' 6" X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 36 carbide tipped hammers, rear discharge to 14' 9". BASE UNIT ONLY - Add accessories & options.	EA	1	55,110	$625,757.00	12.50%	$78,219.63	**$547,537.38**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
AK630/635A	**DOPPSTADT**	**56**	**HIGH SPEED GRINDER**	598 HP, 5' 6" X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 36 carbide tipped hammers, rear discharge to 14' 9". BASE UNIT ONLY - Add accessories & options.	EA	1	66,140	$676,076.00	12.50%	$84,509.50	**$591,566.50**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
AK230/235	**DOPPSTADT**	**57**	**HIGH SPEED GRINDER**	239 HP, 67 X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 16 hammers & 28 teeth, BASE UNIT ONLY - Add accessories & options.	EA	1	33,070	$358,562.00	12.50%	$44,820.25	**$313,741.75**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
AK530/635	**DOPPSTADT**	**57**	**HIGH SPEED GRINDER**	598 HP, 5' 6" X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 36 carbide tipped hammers, rear discharge to 14' 9". BASE UNIT ONLY - Add accessories & options.	EA	1	55,110	$625,757.00	12.50%	$78,219.63	**$547,537.38**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
AK630/635A	**DOPPSTADT**	**57**	**HIGH SPEED GRINDER**	598 HP, 5' 6" X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 36 carbide tipped hammers, rear discharge to 14' 9". BASE UNIT ONLY - Add accessories & options.	EA	1	66,140	$676,076.00	12.50%	$84,509.50	**$591,566.50**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
CP 40C	**LABOUNTY**	**78**	**Concrete Processor**	Concrete Processor for 36,000- 46,000LB Carrier	EA	1	2,875	$36,000.00	15.00%	$5,400.00	**$30,600.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
MDP 27R	**LABOUNTY**	**78**	**Demolition Processor W/ Concrete Cracking Jaw**	Processor for 36,000- 46,000LB Carrier	EA	1	2,875	$83,020.00	15.00%	$12,453.00	**$70,567.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
DH1500	**CYCLONE**	**78**	**Drop Hammer**	**Discontinued**								
DH3500	**CYCLONE**	**78**	**Drop Hammer**	**Discontinued**								
DH9000	**CYCLONE**	**78**	**Drop Hammer**	**Discontinued**								
HDR30S	**LABOUNTY**	**78**	**Grapple**	.75 to 1.25 yd Grapple for 25-35,000LB Carrier	EA	1		$15,300.00	15.00%	$2,295.00	**$13,005.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
HDR40S	**LABOUNTY**	**78**	**Grapple**	2-3 yd Grapple for 35-46,000LB Carrier	EA	1		$19,600.00	15.00%	$2,940.00	**$16,660.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
RDG60	**LABOUNTY**	**78**	**Rotating Grapple**	Rotating Grapple for 38-70,000LB Carrier	EA	1		$68,500.00	15.00%	$10,275.00	**$58,225.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
MSD1000	**LABOUNTY**	**78**	**Shear**	4,000LB Shear for 20,000LB Carrier 2nd Member or 35,000LB Carrier 3rd Member	EA	1	4,200	$92,440.00	15.00%	$13,866.00	**$78,574.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
MSD1000R	**LABOUNTY**	**78**	**Shear**	4,400LB Rotating Shear for 23,000LB Carrier 2nd Member o r40,000LB Carrier 3rd Member	EA	1	4,400	$100,400.00	15.00%	$15,060.00	**$85,340.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
MSD1500	**LABOUNTY**	**78**	**Shear**	6,600LB Shear for 27,000LB Carrier 2nd Member	EA	1	6,600	$113,000.00	15.00%	$16,950.00	**$96,050.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
MSD1500R	**LABOUNTY**	**78**	**Shear**	7,100LB Shear for 40,000LB Carrier 2nd Member	EA	1	7,000	$133,500.00	15.00%	$20,025.00	**$113,475.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
MSD7R	**LABOUNTY**	**78**	**Shear**	Shear for Skid Steer or 7,500LB Carrier 2nd Member or 15,000LB 3rd Member	EA	1	1,100	$29,600.00	15.00%	$4,440.00	**$25,160.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
TW30	**LABOUNTY**	**78**	**Waste Grapple**	4/5 Tines for 25-35,000LB Carrier	EA	1		$19,650.00	15.00%	$2,947.50	**$16,702.50**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
TW40	**LABOUNTY**	**78**	**Waste Grapple**	4/5 Tines for 35-46,000LB Carrier	EA	1		$26,000.00	15.00%	$3,900.00	**$22,100.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7494&Category=-3&CatDesc=Attachments%20and%20Implements
AK230/235	**DOPPSTADT**	**80**	**HIGH SPEED GRINDER**	239 HP, 67 X 20" Feeding Roller, 1350 rpm Hammer Mill w/ 16 hammers & 28 teeth, BASE UNIT ONLY - Add accessories & options.	EA	1	33,070	$358,562.00	12.50%	$44,820.25	**$313,741.75**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
AK530/635	**DOPPSTADT**	**80**	**HIGH SPEED GRINDER**	598 HP, 5' 6" X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 36 carbide tipped hammers, rear discharge to 14' 9". BASE UNIT ONLY - Add accessories & options.	EA	1	55,150	$625,757.00	12.50%	$78,219.63	**$547,537.38**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
AK630/635SA	**DOPPSTADT**	**80**	**HIGH SPEED GRINDER**	598 HP, 5' 6" X 20" Feeding Roller, 1050 rpm Hammer Mill w/ 36 carbide tipped hammers, rear discharge to 14' 9". BASE UNIT ONLY - Add accessories & options.	EA	1	66,140	$676,076.00	12.50%	$84,509.50	**$591,566.50**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=287&CatDesc=Grinders&ModelYear=2012&childof=283927&show=all
BC1172RB-4	**BOMAG**	**80**	**LANDFILL COMPACTOR**	177" Width, 120000 lbs Operating Weight, 204" Blade, 590 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	120,000	$733,495.00	22.00%	$161,368.90	**$572,126.10**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BC473RB-4	**BOMAG**	**80**	**LANDFILL COMPACTOR**	102" Width, 52900 lbs Operating Weight, 141" Blade, 255 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	52,900	$418,480.00	22.00%	$92,065.60	**$326,414.40**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BC672RB-4	**BOMAG**	**80**	**LANDFILL COMPACTOR**	148" Width, 71000 lbs Operating Weight, 171" Blade, 441 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	71,000	$516,780.00	22.00%	$113,691.60	**$403,088.40**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BC772RB-2R	**BOMAG**	**80**	**LANDFILL COMPACTOR**	148" Width, 81205 lbs Operating Weight, 171" Blade, 441 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	81,205	$516,780.00	22.00%	$113,691.60	**$403,088.40**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
BC972RB-4	**BOMAG**	**80**	**LANDFILL COMPACTOR**	177" Width, 101630 lbs Operating Weight, 204" Blade, 536 HP. BASE UNIT ONLY - ADD accessories & options.	EA	1	101,630	$733,495.00	22.00%	$161,368.90	**$572,126.10**	http://www.wpi.com/new_vehicle_list.asp?sid=4846919E-02X9K19K2011J9I46I25JAMQ6828R0&Manufacturer=2420&Category=66&CatDesc=Compactors
DW2060K	**DOPPSTADT**	**80**	**SLOW SPEED SHREDDER**	326 HP, 28 teeth, 6' 5" Roller, 31.5" X 28' rear conveyor, Severe duty combs wireless remote control,. BASE UNIT ONLY - Add accessories & options.	EA	1	39,683	$565,760.00	12.50%	$70,720.00	**$495,040.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=302&CatDesc=Chippers+%2F+Shredders&ModelYear=2012&childof=283920&show=all
DW3060SA	**DOPPSTADT**	**80**	**SLOW SPEED SHREDDER**	5th Wheel tri-axle, 428 HP, 10' X 24" Shaft, 48" X 23' rear conveyor, Severe duty combs wireless remote control,. BASE UNIT ONLY - Add accessories & options.	EA	1	61,729	$613,115.00	12.50%	$76,639.38	**$536,475.63**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=302&CatDesc=Chippers+%2F+Shredders&ModelYear=2012&childof=283920&show=all
DW3080K	**DOPPSTADT**	**80**	**SLOW SPEED SHREDDER**	24" Tracks, hydraulic drive. 610 HP, 10' X 32" Shaft, 40" X 23' rear conveyor, Severe duty combs wireless remote control,. BASE UNIT ONLY - Add accessories & options.	EA	1	61,729	$909,531.00	12.50%	$113,691.38	**$795,839.63**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=302&CatDesc=Chippers+%2F+Shredders&ModelYear=2012&childof=283920&show=all

Part (Model) Number	Manufacturer	Category	Short Description	Full Description	Unit	Pkg	Pkg Weight Lbs.	List Price	BuyBoard Discount %	BuyBoard Discount Amount	BuyBoard Price	URL
SM1200 TRI	**DOPPSTADT**	**80**	**STAR SCREEN**	6.5 Cu Yd Hopper, 101 HP, 7' x 26' Drum, Two (2) Side Conveyor belts, 47" Rear Conveyor, Star Screen Decks. BASE UNIT ONLY - Add accessories & options.	EA	1		$570,035.00	12.50%	$71,254.38	**$498,780.63**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
SM514	**DOPPSTADT**	**80**	**TROMMEL SCREEN**	4 Cu Yd Hopper, 49 HP, 5' x 14' Drum, 10' X 24" Side Conveyor, 10' X 24" Rear Conveyor. BASE UNIT ONLY - Add accessories & options.	EA	1	23,150	$215,223.00	12.50%	$26,902.88	**$188,320.13**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
SM617	**DOPPSTADT**	**80**	**TROMMEL SCREEN**	5.25 Cu Yd Hopper, 60 HP, 6' x 17' Drum, 16' X 32" Side Conveyor, 16' X 32" Rear Conveyor. BASE UNIT ONLY - Add accessories & options.	EA	1	29,760	$571,989.00	12.50%	$71,498.63	**$500,490.38**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
SM720	**DOPPSTADT**	**80**	**TROMMEL SCREEN**	6.5 Cu Yd Hopper, 101 HP, 7' x 20' Drum, 16' X 40" Side Conveyor, 16' X 40" Rear Conveyor. BASE UNIT ONLY - Add accessories & options.	EA	1	37,480	$335,891.00	12.50%	$41,986.38	**$293,904.63**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
SM726	**DOPPSTADT**	**80**	**TROMMEL SCREEN**	6.5 Cu Yd Hopper, 101 HP, 7' x 26' Drum, 16' X 40" Side Conveyor, 16' X 40" Rear Conveyor. BASE UNIT ONLY - Add accessories & options.	EA	1	72,910	$400,417.00	12.50%	$50,052.13	**$350,364.88**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=289&CatDesc=Screens&ModelYear=2012&childof=283962&show=all
DW2060K	**DOPPSTADT**	**82**	**SLOW SPEED SHREDDER**	326 HP, 28 teeth, 6' 5" Roller, 31.5" X 28' rear conveyor, Severe duty combs wireless remote control,. BASE UNIT ONLY - Add accessories & options.	EA	1	39,683	$565,760.00	12.50%	$70,720.00	**$495,040.00**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=302&CatDesc=Chippers+%2F+Shredders&ModelYear=2012&childof=283920&show=all
DW3060SA	**DOPPSTADT**	**82**	**SLOW SPEED SHREDDER**	5th Wheel tri-axle, 428 HP, 10' X 24" Shaft, 48" X 23' rear conveyor, Severe duty combs wireless remote control,. BASE UNIT ONLY - Add accessories & options.	EA	1	61,729	$613,115.00	12.50%	$76,639.38	**$536,475.63**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=302&CatDesc=Chippers+%2F+Shredders&ModelYear=2012&childof=283920&show=all
DW3080K	**DOPPSTADT**	**82**	**SLOW SPEED SHREDDER**	24" Tracks, hydraulic drive. 610 HP, 10' X 32" Shaft, 40" X 23' rear conveyor, Severe duty combs wireless remote control,. BASE UNIT ONLY - Add accessories & options.	EA	1	99,208	$909,531.00	12.50%	$113,691.38	**$795,839.63**	http://www.wpi.com/new_vehicle_list.asp?Manufacturer=7838&Category=302&CatDesc=Chippers+%2F+Shredders&ModelYear=2012&childof=283920&show=all

Texas Association of School Boards

BUYBOARD Quotation

Quote Date	October 26, 2016

Quote No.	WPI082216-001
Contract No.	424-13
Vendor ID	837

Quotation To

Buying Agency	Williamson County
Contact	
Phone	
Fax	
Email	

Waukesha-Pearce Industries Inc.
Construction Machinery Division

Contact	Ed Perry
Phone	512-663-8018
Fax	
Email	perrye@wpi.com

Pricing Based On Maunufacturer's Price List Dated:	
Contract Discount Factor	5.0% / 95.0%

A. Base Unit:

Brand	Model No.	Description	List Price	Net Price
Gradall	XL3100V 4x4	Truck mounted Excavator	$ 332,245.00	$ 315,632.75

Includes All Standard equipment & attachments as listed in attached brochures and delivery to your facility.

B. Factory options and attachments INSTALLED

Sales Code	Description	List Price	Net Price
	Base Unit	$ -	$ -
80365013	Sealt Belt - Upper Cab	$ 80.00	$ 76.00
80789150	AC	$ 2,460.00	$ 2,337.00
80656092	60" Ditching Bucket	$ 5,120.00	$ 4,864.00
	Service & Operators Manuals	$ 260.00	$ 247.00
			$ -
			$ -
			$ -
		Sub Total	$ 7,524.00

C. Non-Factory options and attachments INSTALLED

Sales Code	Description	Net Price
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
	Sub Total	$ -

D. Other applicable charges. Allowances, Trade-Ins, Special Discounts, etc.

Description	Net Price
Freight	$ 5,000.00
	$ -
	$ -
	$ -
Sub Total	$ 5,000.00

TOTAL PURCHASE PRICE: $ 328,156.75

Delivery: Determined at Time of Order

Expires on December 27th

Transmit copy of quotation with purchase order issued to WPI to:
Texas Association of School Boards, BuyBoard, PO Box 400, Austin, TX 78764-0400 email: *info@buyboard.com*

Commissioners Court - Regular Session **52.**

Meeting Date: 11/29/2016

Health Benefit Broker Consultant

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP#1604-069, Health Related Benefits Broker and Consultant, to the best proposer meeting specifications, Holmes, Murphy & Associates, LLC.

Background

After in depth analysis of the four (4) proposals received, the Evaluation Committee is recommending the contract to be awarded to the highest scoring proposer, Holmes & Murphy Associates, LLC. The contract term will be from January 1, 2017 through December 31, 2019 with two (2) possible twelve (12) month extension options. The contract amount will be $80,000 annually (or $6,666.67 per month).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract BAA Performance and Guarantee

Evaluation Score Sheet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/16/2016 10:44 AM
Purchasing (Originator)	Kerstin Hancock	11/18/2016 02:34 PM

Form Started By: Kerstin Hancock Started On: 11/16/2016 09:40 AM

Final Approval Date: 11/18/2016

EXHIBIT B
FORM OF ENSUING AGREEMENT – TO BE COMPLETED AND SIGNED PRIOR TO CONTRACT AWARD

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") AND Holmes Murphy & Associates, LLC (the "Consultant") for the provision of consultant services to County in relation to its Employee Health Benefit Plan.

Article I - Recitals

Section 1.01 - Parties

A. County provides life, medical, dental, wellness, workers' compensation, and other related insurance or benefit coverage for their employees.

B. Consultant is a consulting company doing business at 12712 Park Central Dr., Suite 100 Dallas, Texas 75251.

C. County desires to engage the services of the Consultant to perform the duties and functions set forth in this Agreement, and the Consultant desires to perform such duties for County, on the terms and conditions set forth herein.

Section 1.02 - Purpose

The parties enter into this Agreement in order to provide a full statement of their respective responsibilities. Except as otherwise set forth herein, this Agreement supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof; any understanding, agreement, statement, or promise relating to the subject matter hereof that is not contained in this Agreement or an addendum hereto shall not be valid or binding.

Article II - Rights and Obligations of Parties

Section 2.01 - Consultant

County seeks to retain the Consultant as its advisor with respect to the matters specified in Section 2.06 of this Agreement.

Section 2.02 - Independent Contractor

The Consultant is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which the Consultant performs the services required of him

by the terms of this Agreement. Nothing herein, contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and the Consultant or any of the Consultant's agents or employees.

Section 2.03 - Competition

So long as this Agreement remains in effect, the Consultant shall not, without the consent of County, accept any employment by, make financial investment in, become actively interested in, take part in the affairs of, or give advice and counsel to, any life, health, or accident insurance company that does any business with County.

Section 2.04 - Outside Services

The Consultant may engage in, and be separately compensated for, any business or activity, so long as the service, investment, or activity does not violate the provisions of Section 2.03 of this Agreement or interfere with the services required to be provided by the Consultant to County under the terms of this Agreement.

Section 2.05 - Compensation

The Consultant shall be paid by County for consulting services provided under this Agreement. During the term of this Agreement, the Consultant's fee for performing all services described under Section 2.06 below shall be EIGHTY THOUSAND AND NO/100 DOLLARS ($80,000.00) annually or SIX THOUSAND SIX HUNDRED AND SIXTY-SIX AND 67/100 DOLLARS ($6,666.67) per month. The Consultant shall invoice the County each month and the County shall pay such invoices as set forth herein below (See Section 4.17 - Payment, Interest and Late Payments).

Section 2.06 - Duties of Consultant

The Consultant agrees to provide the following services:

A. Brokering Services

1. Develop long range employee/retiree benefit goals and strategies to meet the needs and objectives of County.
2. Work in coordination with County's Human Resources, Purchasing and Legal Staff to acquire third party administrator contracts during the RFP process and/or at any time during the term of this Agreement and ensure that the County's best interests are protected and vendor performance is guaranteed.
3. Assist in the soliciting of competitive bids from benefit plan vendor markets that specialize in group benefit plans and evaluate vendor bids/proposals and provide a written assessment based on County's selection criteria and timeframe. The written assessment must also include transition impacts, if applicable.
4. Assist County in negotiations with vendors to obtain the best possible values for the services described in this Agreement, to include negotiating all insurance renewals.

5. Evaluate vendor's proposed contracts to ensure appropriate compliance and liability.
6. Participate in the development, negotiation and implementation with health benefit providers and administrators on matters such as, but not limited to, premium rates, service, benefit levels, plan design, special terms and conditions, etc., and negotiate changes and additions to contracts.

B. Benefit Program Design

1. Provide benefits information to enable County to make effective decisions in developing an overall Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees.
2. Assist in the administration, design and implementation of new and existing benefit programs, and analyze the effectiveness of programs and offer creative solutions to problems.
3. Analyze claim experience/financial development for all benefit programs and provide benefits plan benchmarking, market analysis and best practices analysis.
4. Recommend specific alternative benefit plan designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.
5. Provide financial reports that support recommendations to include financial analysis and actuarial projections.
6. Assist County to strategically anticipate and implement any options developed to reduce future market trends.

C. Plan Performance and Reporting

1. Analyze claim experience/financial development for all benefit programs.
2. Track and report progress of benefit plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data.
3. Provide analysis of benefit plan performance, e.g. Health Care Plan – Premiums vs. Claims.
4. Identify key cost drivers of medical plan and provide solutions to reduce cost impact.
5. Provide cost projections based on financial performance of plan for forecasting and budgeting, cash flow analysis and estimates of renewal rates.
6. Identify excessive or problematic utilization patterns and assist in developing a strategy to reduce the impact of these costs.
7. Provide an annual review and summary of employee/retiree benefits including analysis of the quality of benefits provided, cost effectiveness, competitiveness and recommendations.

D. Regulatory Compliance

1. Review the Benefits Program on a continuous basis to ensure that the Plans are in compliance with government regulations and mandates.

2. Provide consultation and guidance with respect to all aspects of Healthcare Reform legislation and compliance.

E. Vendor Performance and Reporting

1. Provide monthly and annual reports to County. Reports must illustrate individual claims and total claims, attachment points, surplus/deficit and enrollment data.
2. Attend periodic management, Benefit Committee and employee meetings to facilitate and assist in the management of the County's health benefit plans and programs.
3. Advise on a continuing basis and in a timely manner any and all significant matters and developments regarding the progress of vendor service issues.
4. Regularly monitor and evaluate performance measures and guarantees for providers.
5. Enforce established vendor performance guarantees.
6. Resolve vendor performance concerns.

F. Claims Audits

1. Perform period vendor claims audits to ensure payment accuracy, reduce administrator errors and claim oversights.

G. Open Enrollment

1. Provide open enrollment support, including, but not limited to, assisting with the development of open enrollment materials and coordinate and participate in open enrollment meetings as reasonably requested.

H. Customer Service

1. Be available Monday through Friday during regular business hours to provide day to day consultation, research and responses on matters such as, but not limited to, plan interpretation, claims, billing and other matters that may arise during the normal course of business for County.
2. Provide call documentation, resolution and a reporting system.

I. Communications

1. Assist in the development, preparation, and review of County's benefits program communications materials to include benefit plan documents, Annual Benefit Guide newsletters, booklets, SPD's and all other communication for accuracy, content and compliance.
2. Advise and assist County annually, during open enrollment and as regulatory changes occur on all benefit plan communications.
3. Assist County in developing a comprehensive Benefit Plan communication infrastructure utilizing existing and emerging technologies encompassing

communication between County and vendors, County and employees and Employee Self Service (ESS).

J. Wellness, Disease Management and Preventative Care Programs

1. Implement programs to address chronic conditions.
2. Implement wellness programs to proactively increase health awareness and behavior modification.

K. Other Services

1. Provide any and all services set forth in County's Request for Proposals for Health Related Benefits Broker/Consultant for Williamson Count – RFP# 1604-069, as well as any services set forth in the Proposal submitted by Consultant in response to said Request for Proposals.

The above described services of Consultant shall cover all of the County's health benefit plans. Any other services not specifically described above must be approved by both parties.

Section 2.07 – Performance Guarantees

The Consultant hereby agrees to comply with the Performance Guarantees set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

Article III - General Provisions

Section 3.01 - Term

The initial term of this Agreement shall commence on January 1, 2017 and continue thereafter until December 31, 2019, subject to the provisions of Section 3.02 of this Agreement. The term of this Agreement may be extended by mutual agreement of both parties. If the parties agree to extend this Agreement, such extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions of this Agreement remaining the same. The total period of this Agreement, including all extensions, will not exceed a maximum combined period of sixty (60) months. The extension of this Agreement is contingent on the appropriation of necessary funds by County for the fiscal year in question.

Section 3.02 - Termination

This Agreement shall terminate upon the occurrence of any of the following events:

a. The dissolution or liquidation of County's insurance trust;
b. A breach by the Consultant of any of the terms, conditions or covenants under this Agreement;

c. Ninety (90) days written notice by either party.

In the event of termination by County, the Consultant shall cease all work for County under this Agreement upon receipt of the written notice unless instructed in writing by County to do otherwise.

Section 3.03 - Payment on Termination

In the event of termination of this Agreement pursuant to Section 3.02 (a) or (c), the Consultant shall be entitled to compensation at the rate specified in Section 2.02 prorated up to the date of termination provided the Consultant is not then in breach of any of the terms, conditions or covenants under this Agreement.

Section 3.04 - Confidentiality

Subject to the requirements of the Public Information Act, Chapter 552.001 et seq. of the Texas Government Code, the Consultant covenants and agrees that Consultant shall not, at any time during the term of this Agreement, directly or indirectly, divulge or disclose for any purpose whatsoever, any information concerning County that has been developed for County by the Consultant, or obtained by him for County, or disclosed to him by County, as a result of the performance of Consultant's work, duties, and obligations under this Agreement to the extent allowed by law. It is agreed that the provisions of this Section 3.04 shall be applicable and enforceable, unless the terms and conditions of this Section 3.04 are expressly waived on behalf of County and reduced to an instrument in writing signed by County.

Article IV - Miscellaneous

Section 4.01 – Construction; Severability

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

Section 4.02 - Paragraph Headings

All paragraph headings in this Agreement are inserted for convenience only.

Section 4.03 - Successors in Interest

This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.

Section 4.04 - Notice

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

CONSULTANT:

Holmes Murphy & Associates, LLC.
12712 Park Central Dr., Suite 100
Dallas, TX 75251

COUNTY:

Williamson County
c/o: Shelley M. Loughrey, PHR
Director of Benefits Administration
Williamson County Human Resources
Human Resources Department
301 S.E. Inner Loop, Suite 108
Georgetown, Texas 78626

Office of the Williamson County Judge
710 Main St. Ste. 200
Georgetown, Texas 78626

Section 4.05 – Good Faith
Consultant agrees to act in good faith in the performance of this agreement.

Section 4.06 – Mediation
Consultant and County will first attempt to resolve any disputes under this agreement through mediation prior to pursuing any claims via litigation.

Section 4.07 – Performance; Venue and Governing Law

This Agreement shall be performed in Williamson County, Texas. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction and venue. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

Section 4.08 - Assignment

This Agreement may not be assigned without the written consent of all parties.

Section 4.09 - Reference to Parties

When referring to the Consultant, it shall refer to and be binding upon the Consultant named herein, its predecessors, successors, permitted assigns, heirs, executors, administrators, legal representative and all other persons, firms, or corporations in privity with Consultant.

Section 4.10 – Incorporation of Request for Proposals

The parties hereto agree that the terms and conditions of County's Request for Proposals for Health Related Benefits Broker/Consultant for Williamson Count – RFP#1604-069 and its Addenda; as well as the Consultant's Proposal in response to said RFP shall be incorporated herein by reference for all purposes. In the event a dispute or conflict arises between (1) terms and conditions of this Agreement, (2) the above reference RFP, and its Addenda; and (3) the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence: (1) terms and conditions of this Agreement and its Addenda, (2) the above reference RFP and its Addenda; and (3) the Consultant's Proposal.

Section 4.11 - Force Majeure

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

Section 4.12 - Indemnification of County

CONSULTANT SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

Section 4.13 - Compliance with Laws

Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without

limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

Section 4.14 - Entity Status

By Consultant's signature below, I certify that Consultant is a corporation, duly authorized to transact and do business in Williamson County, Texas.

Section 4.15 - No Waiver of Immunities

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

Section 4.16 - 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 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.

Section 4.17 - County's Right to Audit

Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

Section 4.18 - Appropriation of Funds by County

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

Section 4.19 - Payment, Interest and Late Payments

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

Section 4.20 - Texas Public Information Act

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

Section 4.21 - Entire Agreement

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

In Witness Whereof, the parties hereto have duly executed this Agreement to be effective as of the last party's execution hereof.

Holmes Murphy & Associates, LLC

By: _____

Title: COO-Dallas

Date: 11-14-16

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

By: _____
Dan A. Gattis, County Judge

Date: _____

BUSINESS ASSOCIATE CONTRACT

This Business Associate Contract ("Agreement") is entered into by and between _____ ("Covered Entity") and **Holmes, Murphy and Associates, LLC ("Business Associate")** effective as of the 14 day of November, 2016.

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, pursuant to the terms of a Consulting Services Agreement between Covered Entity and Business Associate (the "Consulting Services Agreement"), Business Associate has been retained by the Covered Entity and/or broker to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and 164. In the event a word or phrase shall have been assigned conflicting meanings in the HIPAA Rules, the Consulting Services Agreement and/or this Agreement, the meaning set forth in the HIPAA Rules shall control with respect to any use or disclosure of PHI. If meanings assigned in the Consulting Services Agreement conflict with this Agreement, the meaning set forth in this Agreement shall control with respect to use and disclosure of PHI.

B. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity that involves the creation, receipt, transmission or maintenance of PHI, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.

2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.
2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule.
   Business Associate acknowledges that the requirements of 45 CFR Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 CFR Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.
3. Unauthorized Disclosures of PHI. Business Associate shall, within fifteen (15) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.
   This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.
4. Security Incidents. Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.
5. Agreements With Third Parties. Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate's relationship with Covered Entity agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such information.

6. Access to Information. Within fifteen (15) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 CFR Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall forward the request for PHI to Covered Entity within five (5) business days.
7. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
9. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:
   a. Date of disclosure,
   b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
   c. A brief description of the PHI disclosed, and
   d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

   In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall forward the request to Covered Entity within five (5) business days. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.
10. Remuneration in Exchange for PHI. Effective September 23, 2013, the effective date of the final HIPAA regulations pursuant to the American Recovery and Reinvestment Act of 2009, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

D. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy, Security, Breach Notification and Enforcement Rules.
2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, and shall provide Business Associate a revised notice within fifteen (15) business days of any changes or revisions to such notice.

3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures within fifteen (15) business days of notice from the individual of the same.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522 within fifteen (15) business days of agreeing to such restriction.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

F. TERMINATION

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section F (2) of this Agreement.
2. Termination. This Agreement shall be terminated only as follows:
   a. Termination for Cause by Covered Entity
      This Agreement may be terminated by the Covered Entity upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision of this Agreement and such breach is not cured within such fifteen (15) days period.
   b. Termination for Cause by Business Associate
      This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision of this Agreement and such breach is not cured within such fifteen (15) days period.
   c. Termination Due To Change in Law
      Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G (1) and no amendment has been agreed upon.
   d. Termination Without Cause
      Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.
   e. Termination Due to Termination of Consulting Services Agreement.
      This Agreement shall automatically terminate without any further action upon termination or expiration of this Agreement.
3. Return or Destruction of PHI
   Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.
   Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI for as long as Business Associate maintains such PHI.

G. GENERAL PROVISIONS

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.
2. Indemnification; Limitation of Liability. Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement; provided, however, that Business Associate's total liability to Covered Entity shall not exceed a sum that is equal to the last twelve (12) months' of revenue received by Business Associate from Covered Entity. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper use or disclosure of PHI or other breach of this Agreement.
3. Remedies. The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.
4. Survival. The respective rights and obligations of Business Associate and Covered Entity shall survive termination of this Agreement according to the terms hereof.
5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
6. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA. In the event a provision of this Agreement conflicts with the terms of the Consulting Services Agreement, the terms of this Agreement shall control with respect to issues concerning the use and disclosure of PHI and the parties' respective obligations, rights and remedies related to the same.
9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

"COVERED ENTITY"

_____

By_____
Its_____
Address_____
_____

"BUSINESS ASSOCIATE"

HOLMES, MURPHY and ASSOCIATES, LLC

By_____
Its COO - Values
Address: 3001 Westown Parkway
West Des Moines, Iowa 50266

EXHIBIT "A"

PERFORMANCE GUARANTEES

Consultant Advisory Line:

Inquiry Guarantee: 30% of Monthly Retainer**

Consultant guarantees that it will respond to 95% of all phone and email inquiries within 1 business day (all holidays excluded); 2 business days (all holidays excluded) for all mail and fax inquiries*:

- Respond to phone, fax, email and mail inquiries regarding all Williamson County's benefit plans (Medical, Dental, Flex, Life, Disability and Vision).

** All emails, phone messages and faxes received Monday – Thursday will be acknowledged within 1 business day. All emails, phone messages, and faxes received on Friday/holiday will be acknowledged the next business day. A response is defined as any effort made to acknowledge the receipt of the inquiry. Leaving a voice message on a member's voice mail or replying to an email will constitute, but is not limited to, a response. Actual resolution to any problem or inquiry is dependent on efforts by third parties for which Consultant has no control and is not included in this Guarantee.*

Inquiry Resolution Guarantee: 20% of Monthly Retainer**

Consultant will work diligently to get a resolution to Claim Problems as submitted by the Benefit Administrator as quickly as reasonably possible.

Williamson County Meeting Attendance:

30% of Monthly Retainer**

- Attend all Williamson County Health Benefits Committee Meetings
- Attend all Williamson County Commissioners Court Meetings when Benefits are being discussed as agreed upon in advance. All other meetings will be attended on a best effort basis with 48 hours advance notice.

Financial Services and Reporting Guarantee:

20% of Monthly Retainer**

Consultant will guarantee that all reasonable steps will be taken to assist the County with financial projections based on known factors at the time of the projections. Consultant will provide the County with written financial projections that reflect the current cost factors of the plan at the time with any applicable caveats that must be included in the calculation of this Guarantee. All of Consultant's projections are based on information provided by third party vendors and the accuracy of that information is beyond our control and cannot be included in this Guarantee. Consultant will guarantee that our funding projections will not exceed our estimates within acceptable

standards (10%). All caveats will be presented at the time of the projections. Consultant will provide a detailed financial report to include the calculation and financial reporting method utilized for the financial projections.

Consultant reserves the right to caveat any and all financial assumptions at the time of the reported assumptions based on the unknown and potential risk factors of the plan at the time of the reporting. Consultant cannot be liable for unreported factors or changes by third party vendors of the County. The County acknowledges that certain plan factors are beyond our control and may not be included in this guarantee. Such factors include, but are not limited to, the following:

- Large claim activity as defined by industry standard of 2.5 per 1,000 lives on the plan.
- Material changes in census as defined by a change of more than 10%.
- Errors in the administration of the plans from third party vendors or financial changes from third party vendors (e.g. the loss of specific providers from a vendor, PPO network, changes in network discounts and other third party factors beyond the control of Consultant.)
- Legislative Changes

Consultant's reporting to the County will reflect the financial situation of the plans at that time based on all reporting provided to Consultant. The County acknowledges that all financial assumptions and projections provided by Consultant are directly determined by the reporting provided by third party vendors like Aetna or other Third Party Healthcare. Consultant is not responsible if the information provided by the third party vendors is not accurate nor any projections made on such data. The accuracy of all data used by Consultant will have a material effect on our projections and analysis. Consultant will provide all Actuary Reporting that Consultant completes on behalf of Williamson County.

Note: 5% of costliest members are excluded from the calculation of this metric

The Financial Guarantees in regards to the Monthly Retainer will apply to each specific month in which a potential incident occurs.

DHB
11-14-16

Williamson County Evaluation Score Sheet

Health Related Benefits Broker and Consultant, RFP 1604-069

Monday, June 27, 2016 at 2:00PM – Determining Minimum Requirements (Minimum Requirements must be passed in order to be scored)

Vendors	Gallagher	Crystal &Company	Holmes, Murphy & Associates	McGriff, Seibels & Williams
Minimum Requirements	Pass	Pass	Pass	Pass
Be affiliated with a legal business authorized to do business in the State of Texas. All required permits and licenses must be in full force at the time Respondent's Proposal is submitted.	X	X	X	X
Have key personnel with experience providing employee benefits consulting to Texas Governmental entities	X	X	X	X
Have public sector clients that provide self-funded health insurance programs with experience with plan designs and setting premiums	X	X	X	X
Have prior experience in all aspects of the services described in this RFP.	X	X	X	X
Have prior experience with customers similar to or with relevance in the size, complexity and scope of this RFP	X	X	X	X
Must provide list of staff who will be assigned to service the County's account.	X	X	X	X

Williamson County Evaluation Score Sheet

Health Related Benefits Broker and Consultant, RFP 1604-069

Monday, June 27, 2016 at 2:00PM - Scoring of Graded Evaluation Factors

Evaluation Criteria	Total Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Gallagher	Crystal & Company	Holmes, Murphy & Associates	McGriff, Seibels & Williams
Experience of Team	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	3	3	3
Technical Expertise	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	3	4	3
Accessibility for Team	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	2	2	2
Local Presence/Ability to attend meetings	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	4	2	2	2
Proactive approach to support Williamson County	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	3	3	3
Past Experience/Demonstrated success with like scope, size & complexity	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	2	3	3
Ability to ensure legal compliance	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	3	4	3
Skill/Experience to attract competitive vendors	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets 1 = does not meet requirements**	2	2	3	2

Williamson County Evaluation Score Sheet

Health Related Benefits Broker and Consultant, RFP 1604-069

Evaluation Criteria	Total Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Gallagher	Crystal & Company	Holmes, Murphy & Associates	McGriff, Seibels & Williams
Price (RFP Cost Score): Lowest Respondent's proposal/Respondent's Proposal x 16 (points)	16	**16 (maximum - weighted at 40% of the total maximum points of criteria - 40x40% = 16 max points)**	11.63 ($110,000 annual Consultant Fee)	12.92 ($99,000 annual Consultant Fee)	16 ($80,000 annual Consultant Fee)	12.80 ($100,000 annual Consultant Fee)
Total	**56**		**35.63**	**32.92**	**40**	**33.80**

Williamson County Evaluation Score Sheet

Health Related Benefits Broker and Consultant, RFP 1604-069

Monday, July 18, 2016 2:00PM – 5PM - Interviews and Final Scoring

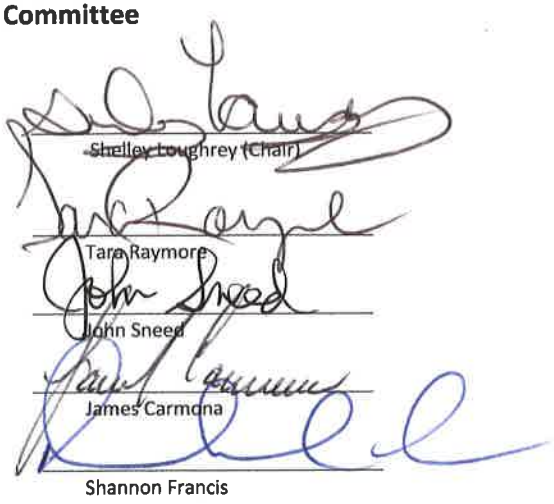
Evaluation Criteria	Total Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Gallagher	Crystal & Company	Holmes, Murphy & Associates	McGriff, Seibels & Williams
Smooth Transfer and new client implementation	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	3	5	5
Response to key deliverables	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	3	4	4
Correction of failure	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	3	3	3
Business Practices, notice prior to meetings,	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	4	4	5
Implementation of Actuarial Evaluation into current plan	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	2	3	5	4
Process to achievement of best benefit offerings	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	**3**	**3**	**4**
Innovation	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements**	3	**4**	**4**	**3**
Response to the question "Present and Former Client references "	5	**5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets 1 = does not meet requirements**	3	**5**	**5**	**5**
BAFO price (BAFO Cost Score): Lowest Respondent's proposal/Respondent's Proposal x 16 (points)	16	**16 (maximum - weighted at 40% of the total maximum points of criteria - 40x40% = 16 max points)**	11.63 ($110,000 BAFO annual Consultant Fee)	15.05 ($85,000 BAFO average annual Consultant Fee)	16 ($80,000 BAFO annual Consultant Fee)	12.80 ($100,000 BAFO annual Consultant Fee)
Total	**56**		**34.63**	**43.05**	**49**	**45.80**

Williamson County Evaluation Score Sheet

Health Related Benefits Broker and Consultant, RFP 1604-069

Signatures of Evaluation Committee

Voting Committee Members:



Shelley Loughrey (Chair)

Tara Raymore

John Sneed

James Carmona

Shannon Francis

Non-Voting Committee Members:



Kerstin Hancock

Evaluation Summary for RFP# 1604-069 Health Benefit Broker and Consultant

Four proposal submittals were received.

The initial evaluation consisted of examining the minimum requirements set forth in the RFP. All four proposers passed all mandatory criteria.

The second round of evaluations consisted of scoring the preferred criteria per the RFP specifications including the annual cost. The Evaluation Committee invited all four firms for a presentation/interview. All companies were also asked to provide their Best and Final Offer. All companies were scored based upon additional criteria including the BAFOs submitted.

The Evaluation Committee selected Holmes, Murphy & Associates, the highest scoring proposer to be recommended for contract award. The cost proposal was the lowest received and is within budget.

Commissioners Court - Regular Session **53.**

Meeting Date: 11/29/2016

award of Employee Assistance Program for Williamson County

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP# 1604-070, Employee Assistance Program for Williamson County to the best proposer meeting specifications, Deer Oaks EAP Services, LLC.

Background

After in depth analysis of the four (4) proposals received, the Evaluation Committee is recommending the contract to be awarded to the highest scoring proposer, Deer Oaks EAP Services, LLC. The contract term will be from January 1, 2016 through December 31, 2019 with two (2) possible twelve (12) month extension options. The contract amount will be $1.85 PEPM (per employee/per month)

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deer Oaks contract

Evaluation score sheet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/17/2016 02:11 PM
Purchasing (Originator)	Kerstin Hancock	11/18/2016 02:18 PM
Form Started By: Kerstin Hancock		Started On: 11/16/2016 10:30 AM
Final Approval Date: 11/18/2016		

Deer Oaks EAP Services Agreement

This Employee Assistance Program Services Agreement (the "Agreement") is made and entered into effective **January 1, 2017** by and between **Williamson County**, hereinafter referred to as "Employer", and **Deer Oaks EAP Services**, a Limited Liability Company, hereinafter referred to as "Company".

WHEREAS, the Employer desires to retain a contractor to provide an Employee Assistance Program ("EAP"); NOW, THEREFORE, in consideration of the mutual covenants set out herein, the parties hereto agree as follows:

1. Scope of Work and Services. In consideration for the **reimbursement rate of $1.85 per employee, per month** described in Section 2 below, Company agrees to provide to Employer's employees and their dependents, and anyone residing in their household (collectively, "participants") all the services described in this Agreement, and in Company's proposal to Employer, including, but not limited to, the services described below.

   a. **Intake (Telephonic Triage)**: This service will be immediately available during regular business hours and in emergency situations via the 24-hour, 7 days a week emergency on-call system. Basic demographic information will be gathered. Client needs will be assessed. Those in crisis will be connected to a counselor.

   b. **Initial Diagnostic Assessment:** Following the intake, a Face-to-Face or Telephonic consultation appointment is offered. During the assessment the counselor will gather information regarding the presenting problem in order to create a diagnosis and develop a treatment plan for short- term counseling. This session counts as one of the EAP visits included in the plan. Telephonic Assessments in lieu of face-to-face assessments will only be conducted at the request of the participant.

   c. **Short-Term Therapeutic Counseling:** Company will offer up to **six (6) visits** for short-term EAP counseling benefit per participant, per issue, per calendar year (including the initial

appointment). The Company will be fully responsible for the clinical care provided to participants. The specific number of sessions and treatment plans will be determined by the Company's counselor and will be based on clinical presentation, need, and suitability for a short-term counseling model of treatment. Telephonic counseling can be made available in lieu of face-to-face counseling only at the request of the participant. If a participant possesses clinical symptomatology that requires longer-term and/or a different psychotherapeutic approach to treatment, the Company will work with the employers medical benefit plan to either make a referral to another provider and/or provide these services under the umbrella of the employee's medical benefit.

d. **Range of Counseling Types:** Counseling may include individual, family, and/or marital interventions for issues suitable for a short-term counseling approach. Common presenting problems include, but not limited to stress, family problems, marital problems, sadness/grief, worrying, parent/child problems, work-related difficulties, interpersonal problems with co-workers and supervisors, anger management problems, drug or alcohol use, workplace violence, single parenting problems, legal and financial difficulties, coping with medical problems, and crisis counseling.

e. **Case Management & Follow-Up**: Company shall attempt to follow-up with all participants accessing services to ensure their satisfaction. Additionally, Company shall conduct comprehensive case management and follow-up for any participants referred to the EAP on a mandatory basis due to a job performance concern, work-place violence, sexual harassment, or suspicion of substance abuse or other employer group policy violation or concern.

f. **Referrals:** For cases requiring medical or longer term/more intensive behavioral health intervention, referrals will be made by the Company to the employer's Medical Plan when indicated, or to another qualified professional that is within the financial means of the participant if the participant is not covered by the major medical plan. Low cost and free community referrals are also available to EAP participants.

g. **Education & Prevention:** The Company offers Supervisor and Employee Orientation Training and **sixteen (16) hours of Onsite Topical Seminars per year**. Electronic Newsletters for

employees and supervisors are also provided for distribution by the employer to provide additional educational and preventative tips and activities. Additionally, many training seminars are available to download via the Company's website.

h. **Work/Life Services:** Company will assist participants with balancing personal and work life concerns, coping with maternity and return to work, time management, childcare/eldercare services, and other work/life issues such as assistance with referrals for adoptions, relocations, college planning, and adjusting to retirement.

i. **Employer Group Services:** Company will provide assistance to the Employer Group as needed. These services include immediate **Critical Incident Stress Debriefing (CISD)** response to any employees coping with a trauma or critical incident in the workplace within 24 hours of the request of the Employer Group or at a time and place of Employer Group's choosing. **An unlimited number of CISDs are included in the contract**. The contract also includes unlimited Account Management services and telephonic management consultations by assigned Company Account Manager.

j. **Online Services:** Company will maintain comprehensive online services at www.deeroaks.com, available 24/7 to employees and their family members seeking tools, tips, articles, videos, and resources to help cope with improving overall wellbeing, balancing personal and work-related issues. Health and Wellness topics, a Chat Room, Discussion Board, on-line Library and over one hundred (100) legal forms are available through the website. Trainings regarding Orientation to the EAP benefit as well as access to the work-life services and legal/financial services are available online as well.

k. **Legal and Financial Services:** Company shall offer legal and financial counseling and resources to employees and their family members, a free (up to 30 minute) initial assessment and a 25% reduction on legal counseling rates with a **local** in person attorney following any retainer. Free unlimited telephonic financial counseling and education. Online legal and financial resources will also be available. In addition, Company shall offer a legally-binding simple state-specific will at no cost through a step by step online "interview process." This service (NOLO) may be accessed through www.deeroaks.com.

l. **Confidentiality:** Issues of confidentiality will be handled with the utmost sensitivity and protection for the employee's rights to privacy. The Company is fully HIPAA compliant. Where appropriate, consent forms will be obtained to provide written authorization to exchange information with any Employer Group benefits director or supervisor.

m. **Utilization Reports:** The Company will provide confidential Utilization Review Reports to the Employer Group on a quarterly basis. The reports may include: the number of EAP participants seeking assistance, the reasons for accessing the EAP, basic demographics for the EAP participants, in-services, participant survey results and community referrals. These reports will be provided quarterly to the Employer Group.

n. **Implementation and Program Promotion:** The Company will provide an onsite orientation presentation and initial Promotional Materials including an electronic introductory letter to the employees on the new EAP provider, 1800 wallet cards, 1800 brochures and 40 (1)-color informational posters as well as one Employee Orientation and one Supervisor Orientation DVD. The Employer Group will be responsible for reproduction and distribution of direct mailing and other promotional materials requested beyond the Initial Promotional Materials. Company will provide ongoing electronic promotional materials (e.g. flyers, payroll stuffers, e-mail articles, newsletters) as needed throughout the duration of the contract term as well as a CD-ROM containing additional flyers and posters that may be used as needed by the Employer Group. The Employer Group will assume responsibility for the reproduction and distribution of these promotional articles/notices to participants (with the exception of the initial promotional materials listed above, which shall be reproduced by the Company, at the Company's expense and distributed by the Employer Group). Company will complete a Comprehensive Needs Assessment to ensure Program is customized and tailored to meet Employer Group's expectations.

2. Fees. All of the services provided hereunder by Company to Employer Group, the Employer Group shall pay to Company **a fee of $1.85 per employee, per month** for the term of this Agreement, that is**, for an initial three (3) year period from January 1st, 2017 through December 31st, 2019, plus two (2)**

option years. The two (2) option year renewals will be charged at the same rate as the initial contract period.

Additional Services:

- Counseling sessions requested beyond the 6 per person, per issue, per year, will be charged at the rate of $150.00 per session.

- Behavior Modification classes will be provided at a rate of $215.00 per hour.

3. Definitions.

a. The term "participant' for purposes of this Agreement shall mean (i) the spouse or any child (natural or adopted) of an Employee, regardless of where such spouse or child resides; and (ii) any child for whom an Employee (or his or her spouse) is a court-appointed guardian; and (iii) any person residing in the household of an Employee.

b. The term "counselor" shall mean a Company employee or contractor with a master's or doctoral degree in an appropriate mental health care related field.

c. The number of sessions shall include appointments made and kept as well as appointments made and late cancelled (less than 24 hours' notice by participant) or no shows.

4. Term. The term of this Agreement shall be for a **three (3) year period beginning January 1st, 2017 through December 31st, 2019, plus two (2) option years**. This Agreement may be terminated earlier (i) by Company, if Employer Group fails to pay the monthly fee owing hereunder to Company and such failure shall continue for thirty days after Employer Group receives written notice to cure for such failure from Company; (ii) by Company, if Employer Group shall have received three delinquency notices under Section 4 (i),immediately above, in any year; (iii) by Employer Group, if Company fails to perform any of its obligations hereunder or if Company is in breach of any of its covenants hereunder, and such failure or breach continues for thirty days after Company receives written notice to cure for such failure or breach from Employer Group; and (iv) by Employer Group, with or without cause, by providing Company with ninety days written notice of termination. This Agreement shall also be cancelable by Employer Group (i) at the

end of any fiscal year of Employer Group in the event that sufficient funds have not been budgeted for the following fiscal year for the purposes of this Agreement; and (ii) in the event that Employer Group is required by law to competitively bid or submit requests for proposals in connection with the subject matter of this Agreement during its term.

5. **Access**. Employees and participants may contact the EAP via the toll-free access number (1-866-327-2400) to Employer Group's employees and their dependents 24 hours a day, seven days a week, throughout the term of this Agreement. Routine appointments are offered generally within three (3) business days, urgent appointments within 48 hours, and emergency appointments are arranged same day. Company offers a nationwide network of affiliate providers in multiple locations shall make every effort to participant's specific request for an appointment time or location. Bilingual counseling services are also available.

6. **Service Locations**. Company shall provide counseling services at the Company's and Affiliates' office locations. On-site consultations at the workplace will also be provided at the request of the Employer Group according to the terms contained herein.

7. **Eligibility Determination**. Company will provide services to all participants without requiring a specific verification process of each employee's current employment status. COBRA participants as well as employees whom need support during their transition following their termination of employment with Employer Group will also be eligible for short-term EAP counseling services. **Employer Group will verify the numbers of employees eligible for the EAP benefit on a monthly basis.**

8. **Company Representative**. The Company will assign a primary representative at the discretion of Company. Alicia Barrera, the Company's Executive Director of EAP Account Management, shall be the primary representative of Company for the purposes of this Agreement (the "Company Representative"). Mrs. Barrera's address, telephone and fax numbers are as follows: 126 East Main Plaza Suite 8 San Antonio, TX. 78205, telephone number (210) 788-2449, fax number (210) 615-2279. The Company may

also assign additional Account Management Specialists to the team handling the account at the Company's discretion or as needed. Employer Group may contact the Company Representative (or designated assistant) directly regarding any questions, problems, or concerns Employer Group may have which are related to this Agreement. Company may change the person designated as the Company Representative by prior notice to the Employer Group; provided, however, that Company shall appoint a replacement Company Representative at any time within thirty days after the receipt of a request from the Employer Group.

9. **Relationship of Parties**. It is understood by the parties that the Company is an independent Contractor, and not an employee of the Employer Group. Employer Group will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Company.

10. **Entire Agreement**: This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement is binding unless in writing signed and duly executed by both parties.

11. **Communications with Employees**. No promotional or informational materials shall be disseminated to Employer Group's employees without the prior written approval of Employer Group's Representative.

12. **Extended Services**. Referrals to the health plan for extended service will be made based on symptom severity and the client's best interests. Company will be able to continue counseling services under Employer Group's current health plans, if Company is a participating provider and if such services are covered under such plans. If the participant requires additional counseling, but such counseling is not covered under an applicable health plan, then Company shall refer such participant to appropriate

community health services, or if the participant prefers, the participant may continue to use the services of the Company on a private pay basis.

13. **Standard of Care.** Company shall perform its duties and obligations under this Agreement as a fiduciary of Employer Group Employees and their respective dependents; and Company shall use the care, skill, prudence, and diligence in the performance of its duties and obligations under this Agreement as required by all applicable professional standards and laws.

14. **Equal Employment Opportunity**. Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap and shall otherwise comply with all applicable requirements set out in Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations 41 CFR Part 60.

15. **Notices.** Notices provided hereunder must be in writing to be effective, and shall be deemed received upon the earlier to occur of (i) actual receipt; or (ii) three days after the same are mailed by U.S. certified or registered mail, postage prepaid and return receipt requested, to the following address, or to such other address as shall have been provided by notice:

If to Employer Group: Kerstin Hancock
Deputy Purchasing Agent
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626
512-943-1546
khancock@wilco.org

Honorable Dan A. Gattis
Williamson County Judge
710 Main Street
Georgetown, TX 78626

If to Company: Alicia Barrera
Executive Director
Deer Oaks EAP Services, LLC
126 E. Main Plaza, Suite 8
San Antonio, Texas 78205

(210) 788-2449 Office
(210) 615-2279 Fax
abarrera@deeroaks.com

16. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

17. **Indemnification**. Company hereby assumes all risk of loss and responsibility for and hereby agrees to indemnify and hold Employer Group, its trustees and Employees (collectively, the "Indemnities") harmless from and against any and all claims, causes of actions, demands, suits, liabilities, recoveries, judgments, costs and expenses (including reasonable attorneys' fees) which are asserted by a party other than Company against or incurred by any of the Indemnities, to the extent caused or related to the performance or failure to perform of Company under this Agreement, except to the extent caused by the negligence of any of the Indemnities.

18. **Compliance with All Laws.** In the performance of its duties and obligations hereunder, Company shall ensure that it is in compliance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, all applicable rights and regulations of the appropriate licensure board(s), and all laws, rights, and regulations applicable to patient confidentiality. It shall be the duty of Company, and not Employer Group, to ensure that no information shall be provided by Company to Employer Group that would constitute a violation of the privacy rights of a participant, even if such information is requested by Employer Group, both parties acknowledging that Company, and not Employer Group shall have the obligation under this Agreement to be aware of the most current version of such confidentiality laws, rules, and regulations. Affiliate providers nationwide will uphold their professional and ethical responsibilities according to their particular state rules and regulations.

19. **Governing Law**. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Texas. Venue of this contract shall be Williamson County, Texas

20. **Mediation.** Any controversy or claim between the parties arising under this Agreement ("Dispute") must, at the request of either party, be submitted to mediation. If either party desires that a dispute be submitted to mediation, then such party shall so notify the other party, by written notice. Within ten days after the receipt of such notice, the parties shall jointly appoint a mutually acceptable, neutral attorney-mediator to mediate the dispute (the Mediator). If the parties are unable to agree upon such appointment within such ten-day period, either party may request a court jurisdiction of the Dispute to appoint a Mediator. The parties or the court will hold a mediation conference within thirty days after the appointment of the Mediator. The mediation conference will be conducted in accordance with the Texas Alternative Dispute Resolution Procedures Act, Civil Practice and Remedies Code, Sections 154.001-154.073. The fees of the Mediator will be shared equally between the parties.

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

22. **Texas Prompt Payment Act Compliance** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County received 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 us the rate in effect on September 1 pf 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 Juley of the preceding fiscal year that does not fall on a Saturday or Sunday.

23. **Good Faith** Company agrees to act in good faith in the performance of this agreement.

24. **Termination for Convenience** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof

25. **Right to Audit** Company 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 Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Company agrees that The County shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Company reasonable advance notice of intended audits.

IN WITNESS WHERE OF, the undersigned have executed this Agreement as of the day and year first above written.

WILLIAMSON COUNTY

BY: _____
Signature

_____
Type Name

_____
Title

_____
Date

DEER OAKS EAP SERVICES, LLC

BY: Alicia Barrera, Executive Director
Signature

Alicia Barrera
Type Name

Executive Director
Title

11/16/2016
Date

Williamson County Evaluation Score Sheet

Employee Assistance Program, RFP 1604-070

Tuesday, June 28, 2016 at 3:30PM – Determining Minimum Requirements (must be passed in order to be scored)

Vendors	Aetna	Alliance Work Partners (WAP)	Deer Oaks EAP Services	Interface EAP
Minimum Requirements	Pass	Pass	Pass	Pass
6 sessions per employee, dependent/per incident/per calendar year	X	X	X	X
Training for employees and supervisors	X	X	X	X
Reports upon request	X	X	X	X
Toll free number for customer service	X	X	X	X
24-Hour support	X	X	X	X
List of professional and academic experience of general staff provided	X	X	X	X
List of all team members assigned to Williamson County provided	X	X	X	X
List of other employees assigned to account (if applicable)	X	X	X	X
HIPAA and 42 CFR client confidentiality	X	X	X	X
List of local providers before Oct.1, 2016	X	X	X	X
List of companies that utilize your services and contacts provided	X	X	X	X
List of companies that terminated service within 12 months or statement if not applicable	Not provided; will not move into second evaluation	X	X	X

Williamson County Evaluation Score Sheet

Employee Assistance Program, RFP 1604-070

Tuesday, June 28, 2016 at 3:30PM – Scoring of Graded Evaluation Factors

Evaluation Criteria	Total Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Alliance Work Partners (WAP)	Deer Oaks EAP Services	Interface EAP
Experience of Team	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	5	3
Technical Expertise	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	4	2
Accessibility for Team	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	4	2
Web/24 hour support	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	2	4	2
Assurance for Confidentiality	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3	3
Local Presence/Ability to attend regular meetings	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3	2
Proactive Proposed Approach to support Williamson County	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3	3
Demonstrated Success in past projects with like scope and complexity	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets 1 = does not meet requirements	2	2	2
Price (RFP Cost Score): Lowest Respondent's proposal/Respondent's Proposal x 16 (points)	16	16 (maximum - weighted at 40% of the total maximum points of criteria - 40x40% = 16 max points)	8.88 ($47,250 6 visits annual cost)	10.75 ($39,060 6 visits annual cost)	16 ($26,250 6 visits annual cost)
Total	**56**		**30.88**	**38.75**	**35**

Williamson County Evaluation Score Sheet

Employee Assistance Program, RFP 1604-070

Monday, July 25, 2016 2:00PM – 5:00PM - Interviews and final scoring

Evaluation Criteria	Total Points	Please select a **Whole Number from the list provided** for each question. (Decimal scoring or unlisted rating scores are not permitted)	Deer Oaks EAP Services	Interface EAP
Remote Assistance	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	5	3
Response to a major crisis	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	2
Manager Referrals Process	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	2
Turn-around time evaluation documentation	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	2
Behavioral Modification Programs	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	3
Training offered for County employees	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3	3
Forms availability	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4	3
24 hour phone line	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets 1 = does not meet requirements	4	2
Marketing of products/key meetings	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets 1 = does not meet requirements	4	3
BAFO price (BAFO Cost Score): Lowest Respondent's proposal/ Respondent's Proposal x 18 (points)	18	16 (maximum - weighted at 40% of the total maximum points of criteria - 40x40% = 16 max points)	12.16 ($38,850 6-visits annual cost BAFO)	18 ($26,250 6-visits annual cost BAFO)
Total	**58**		**48.16**	**41**

Williamson County Evaluation Score Sheet

Employee Assistance Program, RFP 1604-070

Signatures of Committee Members

Voting Committee Members:

Shelley Loughrey (Chair)

Tara Raymore

John Sneed

James Carmona

Shannon Francis

Non-Voting Committee Members:

Kerstin Hancock

Evaluation Summary for RFP# 1604-070 Employee Assistance Program:

Four proposal submittals were received.

The initial evaluation consisted of examining the minimum requirements set forth in the RFP. Only three proposers passed all criteria.

The second round of evaluations consisted of scoring the preferred criteria per the RFP specifications including the PEPM cost. The Evaluation Committee selected the two highest scoring proposers, Deer Oaks and Interface EAP for a presentation/interview. Both companies were also asked to provide their Best and Final Offer. Both Companies were scored based upon additional criteria including the BAFOs submitted.

The Evaluation Committee selected Deer Oaks, the highest scoring proposer to be recommended for contract award. The cost proposal was within budget.

Commissioners Court - Regular Session **54.**

Meeting Date: 11/29/2016

Specific and Aggregate Stop Loss Insurance

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP# 1605-083, Specific & Aggregate Stop Loss Insurance, to the only proposer, Aetna Life Insurance Company.

Background

The Evaluation Committee evaluated the only proposal received against the criteria set forth in the Request for Proposals and recommends this contract to be awarded to Aetna Life Insurance Company. The Committee is recommending the Option in the amount of $250,000 Stop Loss according to the attached BAFO (Best and Final Offer) to be awarded. The contract will be for twelve (12) months with two (2) possible twelve (12) month extension options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

sample policy

Evaluation Score Sheet

BAFO

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/17/2016 02:11 PM
Purchasing (Originator)	Kerstin Hancock	11/18/2016 03:02 PM
Form Started By: Kerstin Hancock		Started On: 11/16/2016 11:20 AM
Final Approval Date: 11/18/2016		

Stop Loss Insurance Policy

Aetna Life Insurance Company
Hartford, Connecticut 06156

(A Stock Company herein called Aetna)

This Policy will be construed in accordance with the law of the jurisdiction in which it is delivered.

In consideration of premium payments by the Insured in the amounts and at the times provided, Aetna agrees with the Insured to provide insurance in accordance with the Policy terms.

For the purpose of effective dates and termination dates under this Policy, all days begin and end at 12:00 midnight.

This Policy is non-participating.

In Witness Whereof, Aetna Life Insurance Company has signed this Policy at **Hartford, Connecticut**.

Chairman, Chief Executive Officer and President

Registrar

SAMPLE ONLY

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, Connecticut 06156

Section 1. Declarations

STOP LOSS INSURANCE POLICY FOR:

INSURED:
Name
Address
City, State Zip

POLICY NUMBER:
SL – xxxxxx

POLICY EFFECTIVE DATE:

DATE OF ISSUE:

POLICY DELIVERED IN:
state

Section 2. Schedule of Insurance

Individual Stop Loss Specifications:

FIRST POLICY YEAR:	[xxxx through xxxxx]
PREMIUM RATE:	[$xx.xx] per Employee per month Composite rate for both Individual and Aggregate Stop Loss
INDIVIDUAL STOP LOSS AMOUNT: [with Individual Coinsurance Percentage]	$xxx,xxx {plus xx% of Eligible Claim Expenses in excess of $xxx,xxx.} {Certain Participants have Individual Stop Loss Amounts that are in excess of $xxx,xxx plus xx% of Eligible Claim Expenses in excess of $xxx,xxx. These Participants and their Individual Stop Loss Amounts are listed on Attachment A]}
[AGGREGATING SPECIFIC STOP LOSS AMOUNT:	$xxx,xxx]
INDIVIDUAL LIFETIME STOP LOSS PAYMENT AMOUNT:	[$xxx,xxx]
CONTRACT BASIS:	Eligible Claim Expenses incurred on or after the Policy Effective Date and Paid during the First Policy Year**.** Eligible Claim Expenses incurred between xxx through xxx and Paid during the First Policy Year**.** Run-in Period: X months Run-in Limit: $ XXX This amount represents a limit on the total amount of claims per Participant we will consider for the xx month run-in period. All run-in claims reported to Aetna must be paid pursuant to the plan of benefits in effect during the run-in period and in accordance with Aetna's then current standard claim practices. The Policy will not cover run-in claims for a Participant who is not enrolled in the Aetna administered Plan on the Policy Effective Date unless Aetna is the only claims administrator and/or Stop Loss insurer as of the Policy Effective Date. Run-in claims must be reported to Aetna no later than 6 months after the end of the First Policy Year. Eligible Claim Expenses incurred between xxx through xxx and Paid between xxx through xxx. Run-out Period: X months The Run-out Period will apply only if Aetna administers claims under the Contract during the Run-out Period.

COVERED BENEFITS: [Medical Benefits]
[Prescription Drug Benefits]

[Stop Loss coverage includes a Renewal Risk Cap on the Individual Stop Loss premium. This renewal guarantee will limit the second year increase of the Individual Stop Loss premium [and Aggregating Specific Deductible] to no more than [50%] and will include a guarantee that Aetna will not set higher Individual Stop Loss Amounts (lasering) for additional Participants at renewal. All first year polices will be renewed on a paid contract basis in the second and subsequent Policy years. **[**Adjustments for changing a 12/12 or 12/15 contract basis to a mature (paid) contract basis are not included in the Renewal Risk Cap Guarantee]. This guarantee will apply assuming there are no material changes in the Policy coverage during the Policy Year or at the first Policy renewal including: (i) any increase or decrease of [10]% or more in the number of Participants; (ii) any change in the coverage or types or amounts of benefits offered under the Plan; (iii) any material change in the Policy coverage, including but not limited to, changes to: the Individual Stop Loss Amount, Individual Lifetime Stop Loss Payment Amount, covered benefits, longer length in the Policy Year, provider networks or commissions payable; (iv) any addition or deletion of a unit, division, subsidiary affiliated or associated company from the Policy; or (v) any other change in factors bearing on the risk assumed (i.e., age, sex, geographic location, occupation, legislation, etc.) which are expected to change the nature of the risk by more than [10]%. The Renewal Risk Cap applies for just the first renewal impacting the second Policy Year rates. At subsequent renewals, the Renewal Risk Cap may be renewed, modified or cancelled at Aetna's discretion.]

[Stop Loss coverage includes the Premier product option. This product will moderate future rate increases because Aetna will not set higher Individual Stop Loss Amounts (lasering) for additional Participants at Policy renewal or apply new premium adjustments in lieu of lasering for expected catastrophic claims. In the event the Insured experiences significant new growth (in excess of 10 percent of total covered Participants) after the Policy effective date, Aetna reserves the right to underwrite the Participants within the new group based on current claim data provided by the Insured and may set higher Individual Stop Loss Amounts for one or more Participants if necessary.]

The information provided in this Schedule of Insurance for each Policy Year after the first shall be indicated in a written notice sent to the Insured and shall be effective on the date stated in such notice.

Section 2. Schedule of Insurance (Continued)

Aggregate Stop Loss Specifications:

FIRST POLICY YEAR:	[xxxxxx through xxxxxx]
PREMIUM RATE:	[$xx.xx] per Employee per month Composite rate for both Individual and Aggregate Stop Loss
AGGREGATE STOP LOSS PERCENTAGE:	**[**xxx%]
AGGREGATE STOP LOSS FACTOR:	[$xxx.xx]
[**INDIVIDUAL INTERNAL LIMIT:**	$xxx,xxx]
[**MAXIMUM ANNUAL AGGREGATE STOP LOSS PAYMENT AMOUNT:**	$xxx,xxx]
CONTRACT BASIS:	Eligible Claim Expenses incurred on or after the Policy Effective Date and Paid during the First Policy Year**.** Eligible Claim Expenses incurred between xxx through xxx and Paid during the First Policy Year**.** Run-in Period: X months Run-in Limit: $ XXX This amount represents a limit on the total amount of claims per Participant we will consider for the xx month run-in period. All run-in claims reported to Aetna must be paid pursuant to the plan of benefits in effect during the run-in period and in accordance with Aetna's then current standard claim practices. The Policy will not cover run-in claims for a Participant who is not enrolled in the Aetna administered Plan on the Policy Effective Date unless Aetna is the only claims administrator and/or Stop Loss insurer as of the Policy Effective Date. Run-in claims must be reported to Aetna no later than 6 months after the end of the First Policy Year. Eligible Claim Expenses incurred between xxx through xxx and Paid between xxx through xxx. Run-out Period: X months The Run-out Period will apply only if Aetna administers claims under the Contract during the Run-out Period.
COVERED BENEFITS:	[Medical Benefits] [Prescription Drug Benefits] [Vision Benefits] [Dental Benefits] [Temporary Disability Benefits]

The information provided in this Schedule of Insurance for each Policy Year after the first shall be indicated in a written notice sent to the Insured and shall be effective on the date stated in such notice.

Section 3. Insuring Agreement

Aetna will reimburse the Insured for Eligible Claim Expenses during a Policy Year, which are in excess of any of the following:

(a) [the Aggregate Stop Loss Amount;]

(b) [the Individual Stop Loss for any one Participant {once the Aggregating Specific Stop Loss Amount is satisfied}].

Such payments are hereafter called Stop Loss payments.

[In no event will Stop Loss payments in any Policy Year for Eligible Claim Expenses in excess of the Aggregate Stop Loss Amount exceed the Maximum Annual Aggregate Stop Loss Payment Amount shown in the Schedule of Insurance.]

[In no event will Stop Loss payments for all Eligible Claim Expenses with respect to a Participant during his or her lifetime exceed the Individual Lifetime Stop Loss Payment Amount shown in the Schedule of Insurance.]

Section 4. Definitions

As used in this Policy:

1. "Aggregate Stop Loss Amount" is the total dollar amount of Eligible Claim Expenses which must be paid by the Insured for all Participants during the Policy Year before Aggregate Stop Loss benefits are payable. It is determined at the end of the Policy Year and is the greater of: (1) the sum of each month's number of eligible employees reported to Aetna multiplied by the Stop Loss Factor or (2) the Minimum Aggregate Stop Loss Amount. The Aggregate Stop Loss Amount does not include claim payments made during a Policy Year on behalf of a Participant in excess of the Individual Stop Loss Amount {the Individual Internal Limit} set forth in the **Schedule of Insurance** or any amounts reimbursable to the Insured as Individual Stop Loss payments.

2. "Aggregate Stop Loss Factor" is expected claims times the Aggregate Stop Loss Percentage, divided by the expected number of employees at the beginning of the Policy Year, divided by the number of months in the Policy Year.

3. "Aggregate Stop Loss Percentage" means the percentage amount {e.g., 25%} above expected paid claims {e.g. 125%}.

4. ["Aggregating Specific Stop Loss Amount" is the dollar amount of Eligible Claim Expenses that must be paid by the Insured prior to any Individual Stop Loss benefit becoming payable under this Policy. It is applied in addition to the Individual Stop Loss Amount. Eligible Claim Expenses for each Participant who has met the Individual Stop Loss Amount will be added together until the cumulative total equals the Aggregating Specific Stop Loss Amount. An Individual Stop Loss benefit is not paid by Aetna until the Aggregating Specific Stop Loss Amount has been paid by the Insured. Eligible Claim Expenses used to satisfy the Aggregating Specific Stop Loss Amount will apply toward the Aggregate Stop Loss Amount.]

5. "Contract" means Administrative Services Agreement No, ASA-xxxxxx, an Agreement between the Insured and Aetna.

6. "Contract Basis" establishes the time period during which Eligible Claim Expenses must be incurred by a Participant through the Plan and the time period during which those expenses must be paid by Aetna [or a prior claim administrator] in order for those Eligible Claim Expenses to be included in the calculation of benefits under this Policy.

7. "Covered Benefits" are the benefits provided for Participants by the Plan as indicated on the Schedule of Insurance.

8. "Eligible Claim Expenses" are expenses for Covered Benefits that are paid by the Insured pursuant to the Plan and are not excluded under the terms of this Policy. [Payment for Eligible Claim Expenses is considered to be paid as of the date the payment instrument is issued by Aetna.] [Payment for Eligible Claim Expenses is considered to be paid when the payment has been validly presented to the bank on which it is drawn or when a Benefit payment has been made by electronic funds transfer or other reasonable transfer method.] Eligible Claim Expenses will include payments made in New York on behalf of the Insured to fund indigent care and graduate medical education when paid directly into the New York state pool.

9. "Employee" means a U.S. based employee of the Insured who is regularly working at least 20 hours per week and for whom the Insured is deducting any required U.S. FICA taxes.

10. “Experimental and Investigational” means a drug, device, procedure, or treatment that Aetna determines is not accepted as standard medical treatment of a condition or illness. Examples of Aetna’s experimental and investigational determinations are found at Aetna.com under Clinical Policy Bulletins.

11. [“Individual Coinsurance Percentage” means the percentage of Eligible Claim Expenses that Aetna will pay to the Insured once the Individual Stop Loss Amount has been reached.]
12. [“Individual Internal Limit” is the limit on the Eligible Claim Expenses that are paid by the Insured for any one Participant during the Policy Year which can be used to satisfy the Aggregate Stop Loss Amount or included in the aggregate benefit amount calculation for that Policy Year.]

13. “Individual Lifetime Stop Loss Payment Amount” means the maximum amount of Eligible Claim Expenses funded by Individual Stop Loss under this Policy on any one Participant during his/her lifetime. In the event the Eligible Claim Expenses funded by Individual Stop Loss reach the Individual Lifetime Stop Loss Payment Amount, all subsequent Eligible Claim Expenses for that individual will be funded by the Insured.

14. “Individual Stop Loss Amount” is the dollar amount of Eligible Claim Expenses per Participant that must be paid by the Insured prior to any Individual Stop Loss Benefit becoming payable under this Policy.

15. "Insured" is the plan sponsor identified in the Declaration section of the Policy.

16. “Maximum Annual Aggregate Stop Loss Payment Amount” is the limit on the aggregate benefit amount, which will be paid by Aetna for the Policy Year.

17. “Medically Necessary” means a service or supply that is furnished by a provider that Aetna determines is appropriate for the diagnosis, the care or the treatment of a disease or the injury. Examples of Aetna’s medically necessary determinations are found at Aetna.com under Clinical Policy Bulletins.

18. [“Minimum Aggregate Stop Loss Amount” is the minimum amount of claim liability that must be paid by the Insured before Aggregate Stop Loss benefits may be payable. For any Policy Year, the Aggregate Stop Loss Amount is subject to the Minimum Aggregate Stop Loss Amount. In no event will the Minimum Aggregate Stop Loss Amount be less than 100% of the sum of the products of: (i) the number of Employee on the first day of the first Policy Month, times (ii) the Stop Loss Factor times (iii) the number of months in the Policy Year determined by mutual agreement between the Insured and Aetna at the beginning of the Policy Year.]

19. "Participant" means [an Employee (or a retired employee) of the Insured, or a dependent of an Employee (or retired employee), on whose behalf Eligible Claim Expenses are payable under the Plan. "Participant" also means an employee or dependent who is entitled to extended benefit under the Plan or who elects COBRA coverage, following termination of eligibility. Employees who qualify for extended benefits under the Plan will include employees who are laid off, on leave of absence, Temporary Disability or Long Term Disability)].

20. "Plan" means the self-funded medical benefit plan established by the Insured and described in the Appendix which is attached to the Contract.

21. “Policy” means all of the following:
    (a) The Insured’s Application for Stop Loss Insurance.
    (b) This policy and any riders to it.
    (c) [The Disclosure statement.]

22. A "policy month" shall coincide with a calendar month; except that the first policy month shall commence on the Effective Date of this Policy and the last policy month shall end on termination of this Policy.

23. A "policy year" shall coincide with a Plan year under the Plan; except that the first policy year shall commence on the Effective Date of this Policy and the last policy year shall end on termination of this Policy.

Section 5. Exclusions

The following are not included as Eligible Claim Expenses:

1. Expenses paid on the direction of the Insured that Aetna determines are not payable under the Contract in accordance with Aetna's then current standard claim practices established for insured group accident and health insurance plan administered by Aetna. This includes expenses for services or supplies which are not Medically Necessary or expenses for drugs, treatment, services or supplies which are considered Experimental or Investigational

2. If the Insured has valid and collectible insurance, reinsurance or indemnity or any reimbursement agreements covering a loss also covered by this Policy, the insurance afforded by this Policy shall be in excess of and shall not contribute with such other insurance, reinsurance or indemnity.

3. Expenses incurred by an individual who is not a Participant under the Plan when the expense is incurred.

4. Expenses paid with respect to an employee and his/her dependents who did not enroll in accordance with the terms of the Plan, until such time as they are enrolled in accordance with the terms of the Plan.

5. Expenses that are incurred prior to the Effective Date of this Policy unless otherwise specified in the Schedule of Insurance.

6. Expenses paid with respect to a Participant following termination of coverage under the Contract with respect to a class of employees and their dependents that includes the Participant.

7. Benefits paid for expenses incurred for treatment of an illness or injury for which a Participant is entitled to Benefits under any Workers' Compensation law, occupational disease law or under any other legislation of similar purpose.

8. [For new Participants after the Effective Date of this Policy, expenses paid in connection with a preexisting condition during the first 365 days following the Participant’s enrollment date under the Plan. A preexisting condition is an injury or disease for which, during the last 90 days before his or her most recent enrollment date under the Plan, the Participant received treatment or services or took prescribed drugs or medicines.

   This exclusion will not apply with respect to: any employee or dependent who becomes a Participant after the Effective Date of this Policy, for which expenses were paid under the Plan in accordance with Aetna’s then current standard underwriting practices established for applying preexisting condition limitations to group accident and health insurance plans in accordance with the Health Insurance Portability and Accountability Act (HIPAA), Public Law No. 104-191; a dependent child to the extent required by a Qualified Medical Child Support Order as defined by Section 609(a) of the Employee Retirement Income Security Act of 1974 ("ERISA"); an adopted child to the extent required by Section 609(c) of ERISA; or the first $4,000 of benefits paid under the Plan in connection with a preexisting condition.]

9. [For an employee who is ill or injured and away from work on the Effective Date of this Policy, expenses paid in connection with a disease or injury which exists at any time while the employee is both ill or injured and away from work, until the date the employee returns to full-time work for one full day.]

10. [For a Participant (other than an Employee) who is confined at home, in a hospital or elsewhere on the Effective Date of this Policy, or who has been confined in a hospital during the 31 days prior to such date, expenses in connection with a disease or injury which exists at any time while he or she is so confined, until the Participant (other than an Employee) has been free from confinement for a 31 day period. This exclusion will not apply with respect to an adopted child to the extent required by Section 609(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”), a child for which there is a Qualified Medical Child Support Order as defined by Section 609(a) of ERISA (for as long as the Order is in force), or to a child born on or after the Effective Date of this Policy who becomes covered under the Plan within 31 days after he or she is eligible.]

11. Expenses paid for Covered Benefits not listed on the Schedule of Insurance.

12. Expenses for taxes, fees and surcharges that may be imposed on the Plan by any government body. This exclusion does not apply to New York Health Care Reform Act surcharges unless they are excess or punitive payments made on behalf of an Insured to fund indigent care and graduate medical education solely as a result of that Insured's decision not to pay directly into the New York state pool.

13. [Expenses resulting from capitation payments (contractually determined period payments to certain providers based on the number of Plan participants entitled to receive services from that provider, in return for which such providers furnish certain agreed-upon services to eligible Plan participants).]

14. Incentive payments, care coordination payments, risk share payments and other non-fee for service payments paid or received in connection with an agreement with an accountable care or similar provider organization.

15. Expenses for any other benefits which the Insured and Aetna mutually agree will not be subject to the Stop Loss insurance.

Section 6. Conditions

Premiums

The first Policy Year's monthly premium rate is shown in **Section 2**. **Schedule of Insurance**.

Premium Calculation: An estimated premium will be calculated which will be payable on a monthly basis or any other basis mutually agreed upon by the Insured and Aetna. The estimated premium will be based on the Premium Rate shown in the **Schedule of Insurance** and the estimated number of employees.

Premium Payments: Aetna will issue a Stop Loss premium invoice for the payment of estimated premium. Within 120 days following the end of each Policy Year, Aetna will prepare and submit to the Insured a financial accounting as to the total actual premium for that Policy Year. The total actual premium will be the sum of the products, for each month of that Policy Year, of:

(a) the Premium Rate, times

(b) the number of employees.

Grace Period: The Insured will pay all estimated premium payments as directed on the invoice, but no later than [31 days] after the due date shown on the invoice (the grace period).

Right to Recalculate: Aetna reserves the right to make adjustments in the premium rate or the estimated premium on the first day of any Policy Month, as of the date any of the following events occur:

(a) any change of [10%] +/- in the number of Employees;
(b) any change in the coverage or types or amounts of benefits offered under the Plan;
(c) any change in this Policy;
(d) any addition or deletion of a unit, division, subsidiary, affiliated or associated company from this Policy; and
(e) any other change in factors bearing on the risk assumed (including but not limited to: age, sex, geographic changes, occupations etc.) which Aetna determines change the nature of the risk by more than [10%].

Failure to adjust the premium rate or the estimated premium during a Policy Year will not preclude making an adjustment during any subsequent Policy Year.

If the total actual premium (determined at the financial accounting) is less than the amount of estimated premiums paid, the difference will be paid to the Insured at the time the accounting is submitted. If the total actual premium exceeds the amount paid, the difference will be paid to Aetna within 31 days of the date the accounting is furnished to the Insured.

Aggregate Stop Loss Factor

Aetna reserves the right to make adjustments in the Stop Loss Factor as of the date of any change in the Plan or as of the date of any other change in factors bearing on the risk assumed, including but not limited to:

(a) a [10%]+/- change in the census estimate used to calculate the Stop Loss Factor;
(b) any change in the coverage or types or amounts of benefits offered under the Plan;
(c) any change in this Policy;
(d) any addition or deletion of a unit, division, subsidiary, affiliated or associated company from this Policy; and
(e) any other change in factors bearing on the risk assumed (i.e. age, sex, geographic changes, occupations etc.) which are expected to change the nature of the risk by more than [10%].

Failure to adjust the factor during a Policy Year will not preclude making an adjustment during any subsequent Policy Year.

Modification of Policy

Changes in this Policy may be made by written mutual agreement between Aetna and the Insured.

Optional Policy Renewal

The Policy will renew on the Policy anniversary date, upon the Insured's acceptance of the renewal terms, unless it has otherwise terminated or is subject to termination in accordance with the Termination provisions. Changes to Section 2, Schedule of Insurance, for each Policy Year after the first shall be indicated in a written notice sent to the Insured and shall be effective on the date stated in such notice.

Stop Loss Payments

Aetna will make payment, not later than 120 days after the end of each Policy Year to or on behalf of the Insured of the Stop Loss payment due under the terms of this Policy. The amount of any premiums due but unpaid may be deducted from the Stop Loss payment otherwise payable to the Insured. This right will not prevent the termination, of this Policy, for non-payment of premium under the Termination provisions of this Policy.

Subrogation/Right of Recovery

The Plan is required to include a comprehensive provision for subrogation/reimbursement in its Summary Plan Description and the Plan must pursue enforcement of this provision. Should the Plan fail to pursue any claims or action against a responsible party, then Plan Sponsor agrees that Aetna shall be subrogated to or assigned Plan Sponsor's reimbursement rights and shall assume the Plan's rights to pursue any claims against any and all parties and the Plan will be responsible for any reasonable expenses incurred in the pursuit of such claims, including the fees and costs charged by any contracted subrogation vendor or attorney and any additional legal costs. Aetna has the right to pursue any and all claims covered under this Policy and paid by the Plan and to pursue recovery, in the name of the Plan, of the entire claim, including both the portion of the Plan benefits for which the Plan has been paid under this Policy and the portion of the claim consisting of benefits paid by the Plan but not payable under this Policy.

The Plan must notify Aetna within 30 days of receiving any information that may give rise to the Aetna's subrogation rights. Further, the Plan shall cooperate fully with Aetna and do all things necessary and required for Aetna to pursue any action to recover against a responsible party. The Plan may not take any action, or neglect to take any action, that will prejudice or impair the rights of Aetna to pursue recovery from any other responsible party. The Plan may not, without consent of Aetna, settle or give release for any claim to any other party if doing so would impair or prevent Aetna from exercising its rights of recovery.

Aetna is entitled to recover first, in full, any amount paid by Aetna under this Policy as well as any expenses of collection incurred by Aetna, before the Plan shares in any amount so recovered. Aetna will reduce its recovery amount by a pro rata share to reflect

the Net Recovery obtained by the Plan. Net Recovery is the gross amount recovered by the Plan, less such factors as costs incurred by the Plan in obtaining the recovery, comparative fault issues involving the Plan member or factors involving the Plan member's inability to fully recover for their injuries. In the event Aetna recovers an amount greater than its reimbursement, the excess, reduced by the costs to obtain the recovery, will be returned to the Plan. If the Plan recovers any such payment from a responsible party, the recovered amount cannot be used to satisfy any retention requirement, Individual or Aggregate Stop Loss Specifications noted in Section 2. Schedule of Insurance, until Aetna's recovery rights are satisfied.

If the Plan receives a recovery prior to Aetna reimbursing any covered expenses under the Policy, the Plan must deduct the amount of such recovery from any reimbursement request. If the Plan receives a recovery after Aetna has made payment to the Plan for some or all of a particular claim, then the Plan must reimburse Aetna to the full extent of the payment by the Aetna, less a pro rata reduction to reflect the Net Recovery obtained by the Plan. Net Recovery is the gross amount recovered by the Plan, less such factors as costs incurred by the plan in obtaining the recovery, comparative fault issues involving the Plan member or factors involving the Plan member's inability to fully recover for their injuries. The obligation of the Plan to reimburse Aetna remains, regardless of whether this Policy is still in force on the date of recovery, and such reimbursement to Aetna must occur within 30 days of any recovery by the Plan or Plans Sponsor. The Plan shall account to Aetna for all amounts recovered. These rights and obligations imposed on the Plan and Aetna under this section shall survive termination of the Policy.

Stop Loss Overpayments

If Aetna determines that the Insured has been overpaid due to a claim credit which may be the result of a Coordination of Benefit change, a Subrogation Recovery, Audit and /or billing/payment error, the Insured will promptly refund such overpayment to Aetna. If this Policy terminates, any reimbursements made for claims paid by the Insured after the date of termination will immediately be refunded to Aetna. If the Insured fails to refund any overpayments to Aetna in a timely manner, Aetna reserves the right to obtain such overpayments from future payments due under this Policy.

Termination of Policy

Aetna may terminate this Policy on any Policy anniversary date by providing at least [30] days prior written notice to the Insured. The Insured may terminate this Policy on any premium due date by providing at least [30] days prior written notice to Aetna. The Policy may also be terminated on any date mutually agreed to by Aetna and the Insured.

If the Insured does not comply with any terms and conditions of the Policy, including but not limited to providing required reports or other information reasonably requested by Aetna, Aetna reserves the right to terminate the Policy effective on the date of any such failure.

This Policy shall also terminate automatically upon the occurrence of any of the following:

a. If the Insured fails to pay any premium in full within the Grace Period, this Policy will terminate as of the due date shown on the invoice.
b. If the Contract terminates, this Policy will terminate on the same date and at the same time that the Contract terminates.
c. If the Insured fails to meet the underwriting requirements established by Aetna, including but not limited to the minimum number of 50 Employees, the Policy will terminate as of the first of day of the first month following the date the underwriting requirement was not met.
d. If the Insured fails to pay claims under the Plan or make available funds to pay claims as required by the Plan, the Policy will terminate on the first day that the Insured failed to fund benefits.

Reports

The Insured shall furnish Aetna with all information Aetna determines to be necessary to carry out the provisions of the Policy.

Inspection and Audit

Aetna shall be permitted to inspect the Insured's records pertaining to the Contract at any reasonable time during the effectiveness of this Policy and within three years after termination of this Policy, to the extent that they relate to the premium basis or Eligible Claim Expenses under this Policy.

Fraud

This entire Policy will be void if, whether before or after a claim or loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this Policy or the subject of this Policy, including any claim under this Policy, or in any case of fraud by the Insured relating to this Policy.

Incontestability

The validity of this Policy shall not be contested, except for non-payment of premium, after it has been in force for two years from the Policy Effective Date.

Liability and Indemnification

Aetna has neither the right nor the obligation under this Policy to directly pay any Participant or provider of covered services for any benefit the Insured has agreed to provide through the terms of the Plan(s). Aetna’s sole liability under this Policy is to the Insured, subject to the terms, conditions, and limitations of this Policy.

Assignment

Assignment of interest under this Policy shall not bind Aetna without its written consent.

Notice of Actions

The Insured agrees to give Aetna prompt notice of any event or development which might result in an action at law or equity related to this Policy and to forward promptly to Aetna copies of any pleadings and reports of investigation that Aetna requests. A copy of any document filed by or against the Insured in any court in connection with such litigation under the Plan must immediately be furnished to Aetna.

The Insured shall pay all attorneys’ fees, expenses of experts and investigations, and any damages (including exemplary or punitive damages) payable by Aetna in connection with any litigation in which Aetna shall, without Aetna’s fault, become involved through or on account of this Policy or the Plan.

If any time limitation in this Policy is less than that permitted by the law of the state in which the Application was taken, the limitation is hereby extended to agree with the minimum period permitted by the law.

[Section 7. Terminal Liability Option

Benefits

The Insured may exercise the Terminal Liability Option (unless the Policy terminates for non-payment of premium) by giving 31 days written notice to Aetna prior to termination of the Stop Loss Policy. Aetna will indemnify the Insured for Eligible Claim Expenses in excess of the applicable Aggregate and Individual Stop Loss Amounts with respect to expenses incurred under the Plan by Participants during all Contract years immediately prior to termination of the Stop Loss Policy and for which Benefits are paid during the {three-month} period following termination of the Stop Loss Policy. An Eligible Claim Expense is incurred on the date an item of service is provided to a Participant. Aetna will make final settlement under this Terminal Liability Option no later than 120 days after the end of the Terminal Liability Period. The amount of any Terminal Liability Option premium due but unpaid may be deducted from the Stop Loss payment otherwise payable to the Insured. This Terminal Liability Option will apply only if Aetna administers claims under the Contract during the Terminal Liability Period.

Special Provisions

When the Insured exercises the Terminal Liability Option:

(a) The Individual Stop Loss Amount will be continued through the {three-month} period following termination of the Stop Loss Policy.

(b) The Aggregate Stop Loss Amount will be increased to include an additional amount to cover the Terminal Liability Period. For the first Policy Year, the amount of this increase will be calculated as the product of three factors: the number of employees on the first day of the last Policy Month; times three; times the Stop Loss Factor of $xxx.xx. For all other years, the amount of this increase will be calculated as the product of three factors: the number of employees on the first day of the last Policy Month; times three; times the Stop Loss Factor indicated in the Policy Year Renewal Notification. This additional amount will be added to the Aggregate Stop Loss Amount and the sum will be subject to the Minimum Aggregate Stop Loss Amount determined in Section 4. Definitions.

(c) Premium for the Terminal Liability Period, in addition to any past due premium, is due on the date of termination of the Policy. For the first Policy Year, this premium will be calculated as the product of three factors: the Premium Rate of $xx.xx; times the number of employees on the first day of the last Policy Month; times {two}. For all other years, this premium will be calculated as the product of three factors: the Terminal Liability Option Premium Rate indicated in the Policy Year Renewal Notification; times the number of employees on the first day of the last Policy Month; times {two}.

Limitations

The Terminal Liability Option will terminate when the Individual Stop Loss Amount is deleted from the Policy.]

[ATTACHMENT A

COMPANY NAME

Individual Stop Loss Amounts:

Name of Participant	**Relationship to Employee**	**Employee's Social Security Number**	**Individual Stop Loss Amount]**

Williamson County Evaluation Score Sheet

Specific & Aggregate Stop Loss Insurance, RFP 1605-083

Wednesday, August 24, 2016 at 2:00PM – Determining Minimum Requirements (Minimum Requirements must be passed in order to be scored)

Vendors	Aetna
Minimum Requirements	Pass
Must have been rated by A.M. Best for at least the past three years as an A- rated company	X
Insurance company is published in the current listing of insurance companies, authorized to transact business in Texas	X
Will consider waiving the Employee Actively at Work/Dependent Non-Confined Underwriting provision	X

Williamson County Evaluation Score Sheet

Specific & Aggregate Stop Loss Insurance, RFP 1605-083

Scoring of Graded Evaluation Factors

Evaluation Criteria	Total Points	Please select a Whole Number from the list provided for each question. (Decimal scoring or unlisted rating scores are not permitted)	Aetna
Individual Number of Lasers	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	5
Overall presentation of proposal submitted (clarity and attention to detail on submittal)	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3
Specific Policy Exclusions	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3
Response to RFP questions and how they meet the needs of the County	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	3
Claims payment turn-around time	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4
Past Experience/Demonstrated success with like scope, size & complexity	5	5 = significantly exceeds requirements 4 = marginally exceeds requirements 3 = meets requirements 2 = marginally meets requirements 1 = does not meet requirements	4
Price (RFP Cost Score): Lowest Respondent's proposal/Respondent's Proposal x 16 (points)	16	16 (maximum - weighted at 40% of the total maximum points of criteria - 40x40% = 16 max points)	16
Total	**56**		**38**

Williamson County Evaluation Score Sheet

Specific & Aggregate Stop Loss Insurance, RFP 1605-083

Signatures of Evaluation Committee

Voting Committee Members:

Shelley Loughrey (Chair)

Tara Raymore

John Sneed

James Carmona

Shannon Francis

Non-Voting Committee Members:

Kerstin Hancock

Rebecca Hawes (paid Consultant)

Evaluation Summary for RFP# 1605-083 Specific & Aggregate Stop Loss Insurance

Only one proposal was received.

The initial evaluation consisted of examining the minimum requirements set forth in the RFP. The proposer passed all mandatory requirements.

The second round of evaluations consisted of scoring the preferred criteria per the RFP specifications including the cost proposal. The proposer passed the scoring with sufficient scoring.

The Evaluation Committee selected Aetna to be recommended for contract award and chose the $250,000 Stop Loss option. The cost proposal is within budget.

BEST AND FINAL OFFER

FEE PROPOSALS

Each stop-loss Respondent must complete this form using the census head count provided.

A. Individual Specific $ 225,000 Pooling Point **(includes RX)**
Contract Type: ~~26/12~~ 12/12 Paid - WP Rate Guarantee: 1 .
of Years

Employee Composite 1431 (#EEs) X $84.45 (Rate) = $120,847.95 (Monthly Prem.)

Or

Employee Only N/A (#EEs) X N/A (Rate) = N/A (Monthly Prem.).

Dependents Only N/A (#DEPs) X N/A (Rate) = N/A (Monthly Prem.).

(Note: If rates are EE and Family, you will have to make subtraction.)

B. Aggregate stop-loss Option(s) with $ 225,000 Specific
Contract Type ~~26/12~~ 12/12 Paid - WP Paid

(1) Corridor 120% **(includes RX)** Rate Guarantee: 1 # of Years
Contract Type ~~26/12~~ 12/12 Paid - WP

$7.09 (Premium)	X	1431 (#EEs)	=	$10,145.79 (Monthly Att.)
$1,105.77 (Att. Factor)	X	1431 (#EEs)	=	$1,582,356.87 (Monthly Att.)
N/A (Att. Factor)	X	N/A (#DEPs)	=	N/A (Monthly Att.)

NOTES: The County is requesting a 120% Aggregating Corridor.

Aetna quoted only a 12/12 Paid contract, not a 26/12!

Wayne Parker

(CONTINUED)

FEE PROPOSALS

A. Individual Specific $ 250,000 Pooling Point **(includes RX)**
Contract Type: ~~26/12~~ 12/12 Paid - WP Rate Guarantee: 1 # of Years

Employee Composite $73.29 (#EEs) X 1431 (Rate) = $104,877.99 (Monthly Prem.)

Or

Employee Only N/A (#EEs) X N/A (Rate) = N/A (Monthly Prem.).

Dependents Only N/A (#DEPs) X N/A (Rate) = N/A (Monthly Prem.).

(Note: If rates are EE and Family, you will have to make subtraction.)

B. Aggregate stop-loss Option(s) with $ 250,000 Specific
Contract Type ~~26/12~~ 12/12 Paid - WP

(1) Corridor 120% **(includes RX)** Rate Guarantee: 1 # of Years
Contract Type ~~26/12~~ 12/12 - Paid - WP

$7.14 (Premium)	X	1431 (#EEs)	=	$10,217.34 (Monthly Att.)
$1,113.54 (Att. Factor)	X	1431 (#EEs)	=	$1,593,475.74 (Monthly Att.)
N/A (Att. Factor)	X	N/A (#DEPs)	=	N/A (Monthly Att.)

NOTES: The County is requesting a 120% Aggregating Corridor.

Aetna quoted only a 12/12 Paid contract, not a 26/12.

Wayne Parker

(CONTINUED)

FEE PROPOSALS

A. Individual Specific $ 275,000 Pooling Point **(includes RX)**
Contract Type: ~~26/12~~ 12/12 Paid - WP Rate Guarantee: 1 # of Years.

Employee Composite $66.64 (#EEs) X 1431 (Rate) = $95,361.84 (Monthly Prem.)

Or

Employee Only N/A (#EEs) X N/A (Rate) = N/A (Monthly Prem.).

Dependents Only N/A (#DEPs) X N/A (Rate) = N/A (Monthly Prem.).

(Note: If rates are EE and Family, you will have to make subtraction.)

B. Aggregate stop-loss Option(s) with $ 275,000 Specific
Contract Type ~~26/12~~ 12/12 Paid - WP Paid

(1) Corridor 120% **(includes RX)** Rate Guarantee: 1 # of Years
Contract Type ~~26/12~~ 12/12 Paid - WP

$7.20 (Premium)	X	1431 (#EEs)	=	$10,303.20 (Monthly Att.)
$1,120.06 (Att. Factor)	X	1431 (#EEs)	=	$1,602,805.86 (Monthly Att.)
N/A (Att. Factor)	X	N/A (#DEPs)	=	N/A (Monthly Att.)

NOTES: The County is requesting a 120% Aggregating Corridor.

Aetna quoted only a 12/12 Paid, contract, not a 26/12.
Wayne Parker

(CONTINUED)

FEE PROPOSALS

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

The undersigned hereby certifies that he or she has read the terms of this RFP and understands that Williamson County reserves the right to waive any informality in or to reject any or all Proposals.

Respondent Name: Tami Polsonetti

Address: 151 Farmington Ave. Hartford, CT

Telephone: 860-273-0123 Fax: N/A

Contact Name (please print):
Tami Polsonetti

Authorized Signature:

Director of Business Development
Title or Representative Capacity of Signer:

State of Incorporation/Organization or Primary Place of Business:
Connecticut

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 Proposal.

Commissioners Court - Regular Session **55.**

Meeting Date: 11/29/2016

finalist presentation Health Benefits Broker and Consultant

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear Presentation from the finalist for RFP# 1604-069, Health Related Broker and Consultant, Holmes, Murphy & Associates, selected by the Williamson County Benefits Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Finalist Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/18/2016 01:30 PM
Form Started By: Kerstin Hancock		Started On: 11/16/2016 11:47 AM
Final Approval Date: 11/18/2016		

WILLIAMSON COUNTY

HOLMES MURPHY



WHAT WE HEARD

Team	Success	Resources/ Process
• Experience • Technical • Accessible	• Demonstrated • Proactive • Relevant	• Compliance • Marketing • Service

WHAT WE HEARD

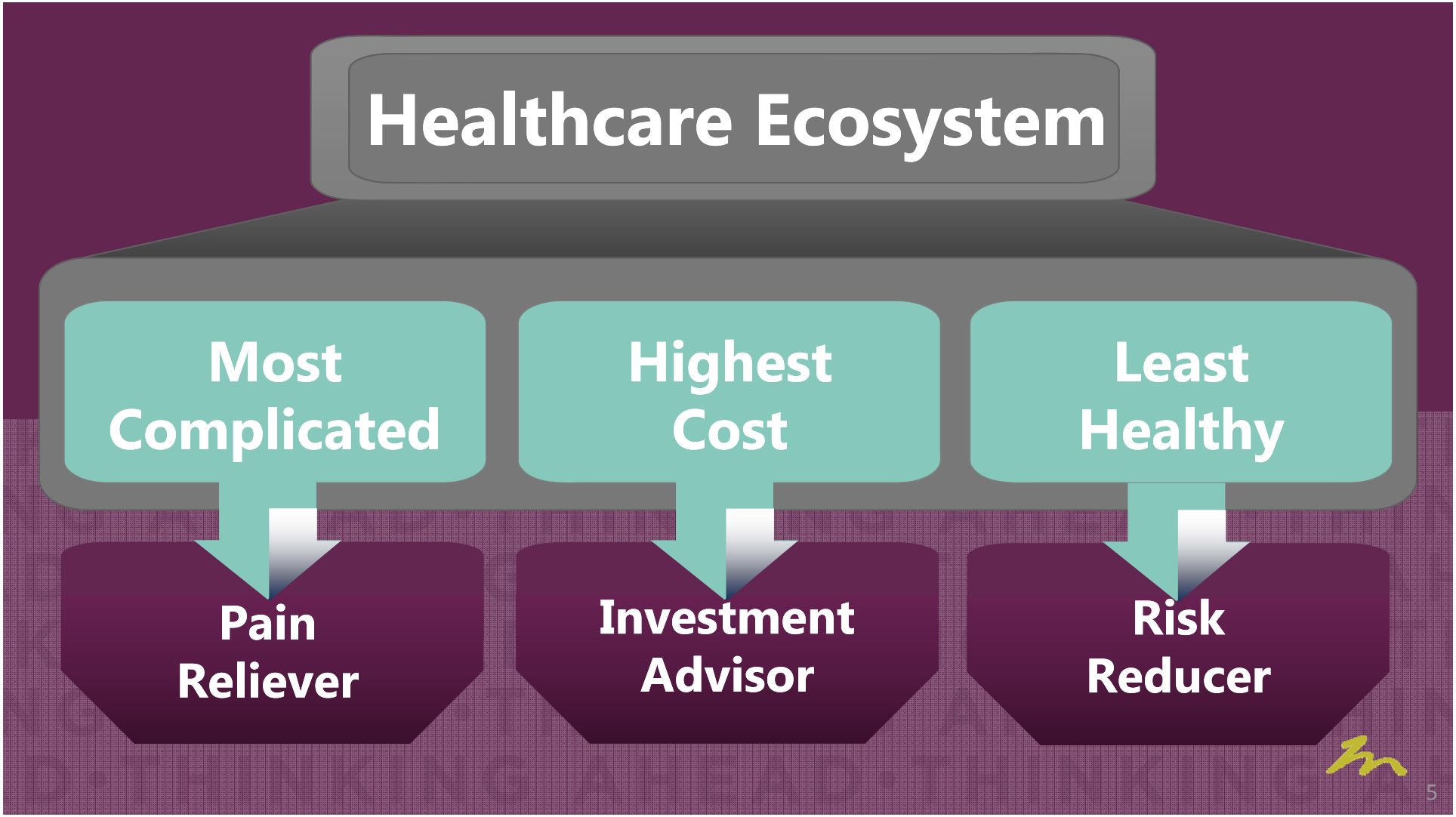
WILLIAMSON COUNTY BENEFIT PLANS

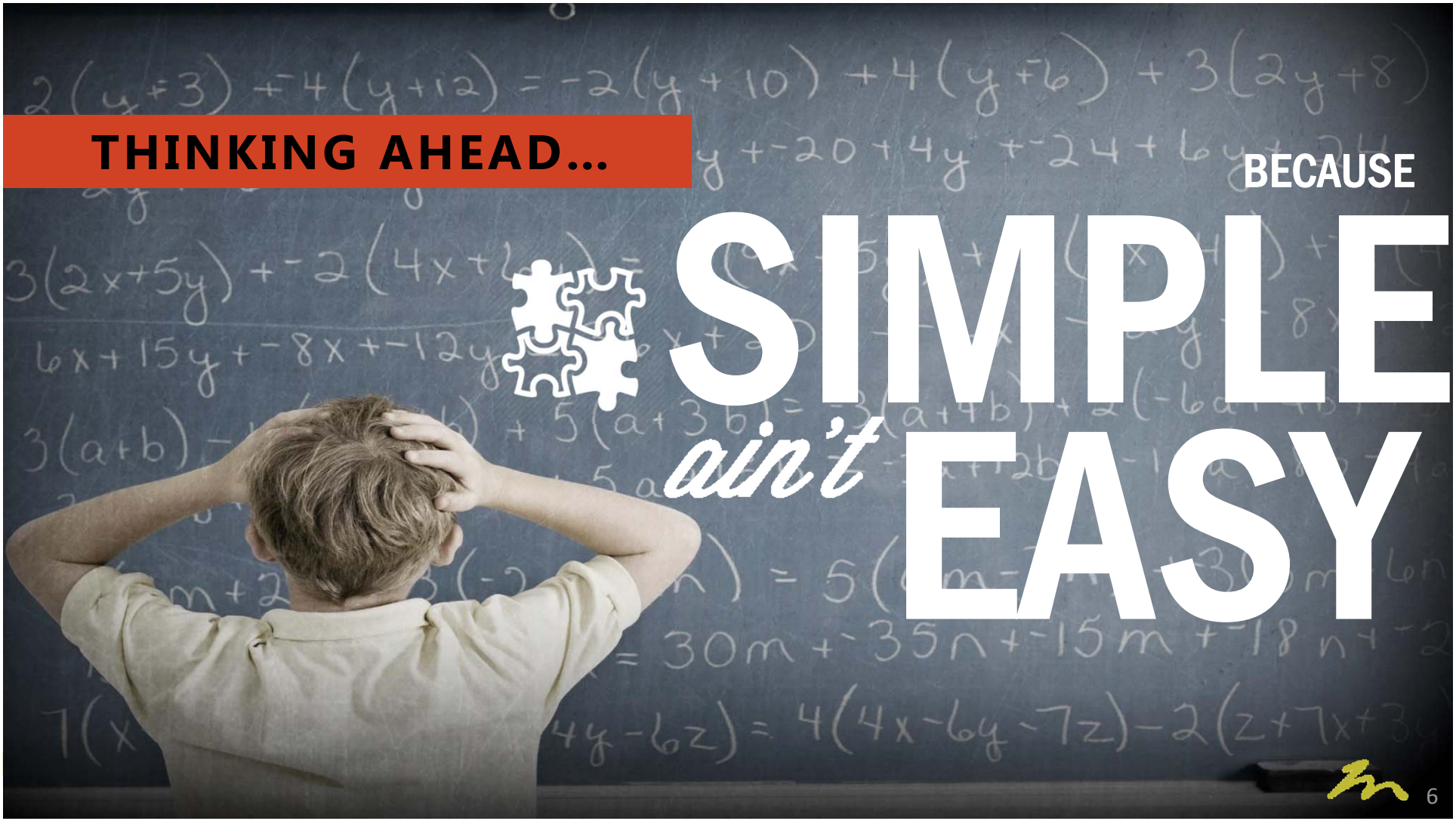


Movement toward Higher Employee Engagement

INCUMBENT ON US TO

1. **Balance**
2. **Challenge**
3. **Explore**
4. **Propel**


Healthcare Ecosystem
Most Complicated
Highest Cost
Least Healthy
Pain Reliever
Investment Advisor
Risk Reducer


THINKING AHEAD…
BECAUSE
SIMPLE
ain't
EASY

PUBLIC ENTITY CLIENT SERVICE TEAM



Jarrad Wills
Vice President



David Gibson
VP, Client Services



Morgan Young
VP, Client Service



Justin Mottley
Account Manager



Alex Bowles
Financial Analyst

Direct Service Team

Expert Resources



Ed Oleksiak
Chief Compliance Officer



Claire Pancerz
Compliance Consultant



Tim Church, M.D.
Chief Medical Officer



Todd Whitthorne
President, ACAP Health Consulting



Mark Fitzgibbons
Communication Director



Mark Van Buskirk
Chief Actuary

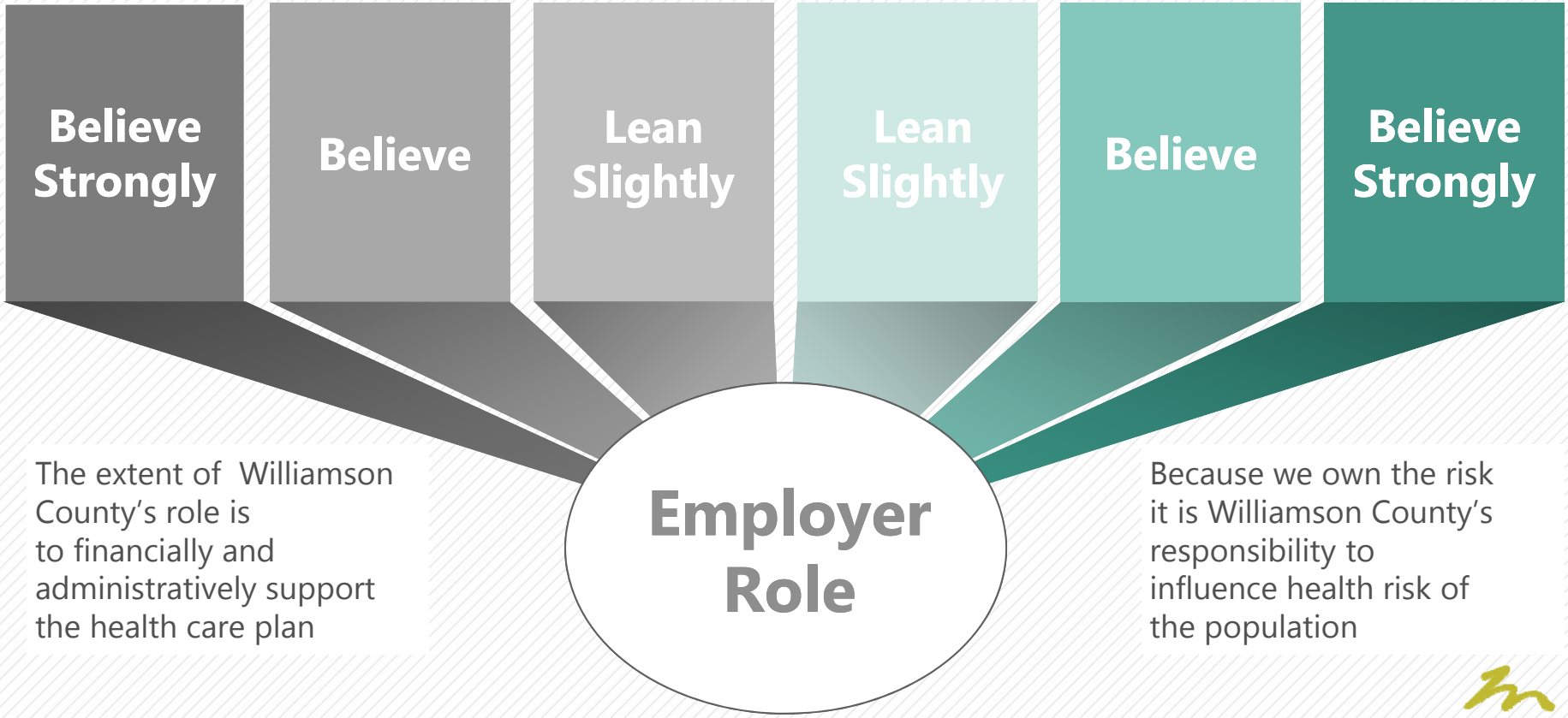
WHAT WE DO…

A Full Service Employee Benefits Firm

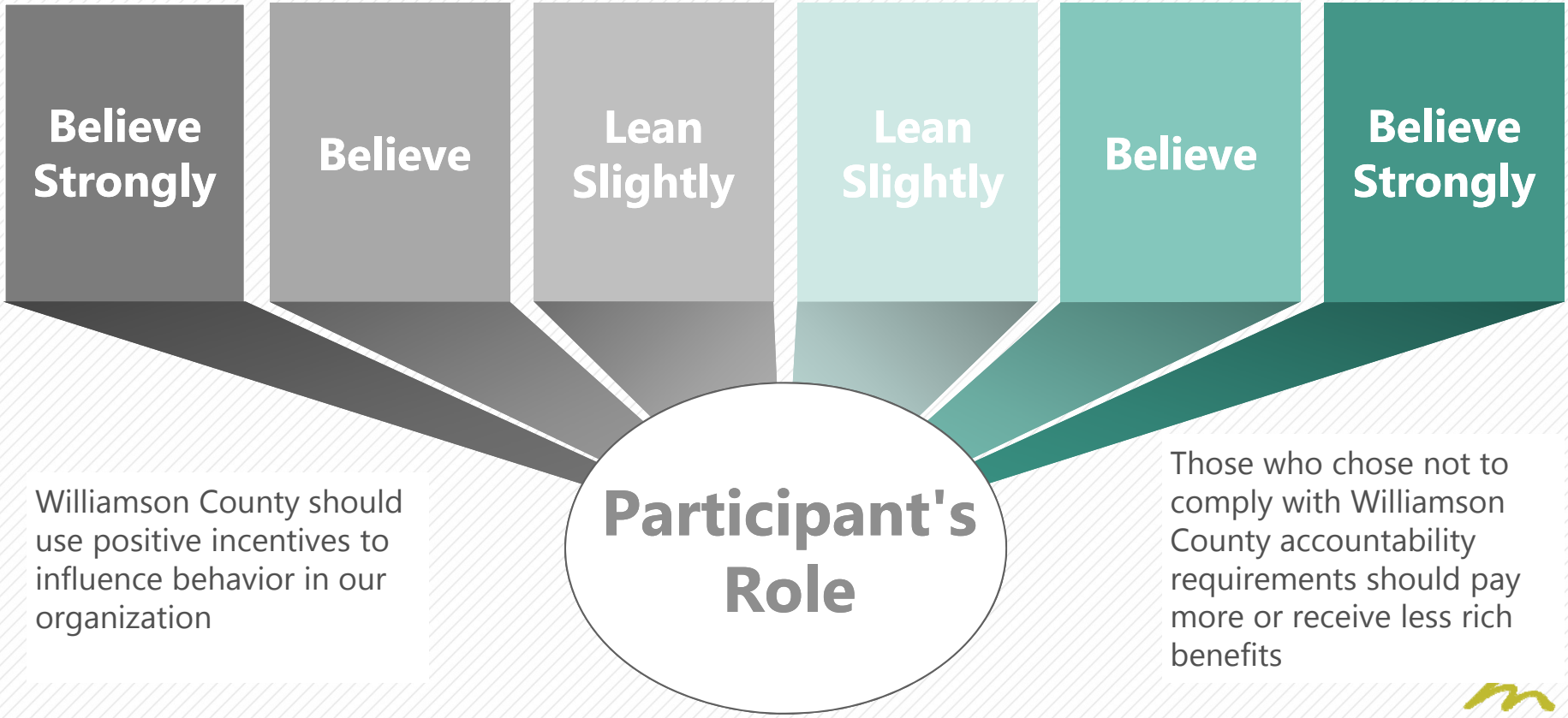
Global Strategy Design & Procurement 	**Project Management & Vendor Support** 	**Actuarial, Underwriting & Budget Modeling** 	**Health Reform & Benefits Compliance** 
Communications Support & Benefit Helpline 	**Preventive Health & Condition Management** 	**Ongoing Reporting & Assessment** 	**Technology, Transparency & Data Analytics** 


THINKING AHEAD...
BECAUSE
INSURANCE
SHOULD
HAVE A
scoreboard

UNCOVERING CORE BELIEFS

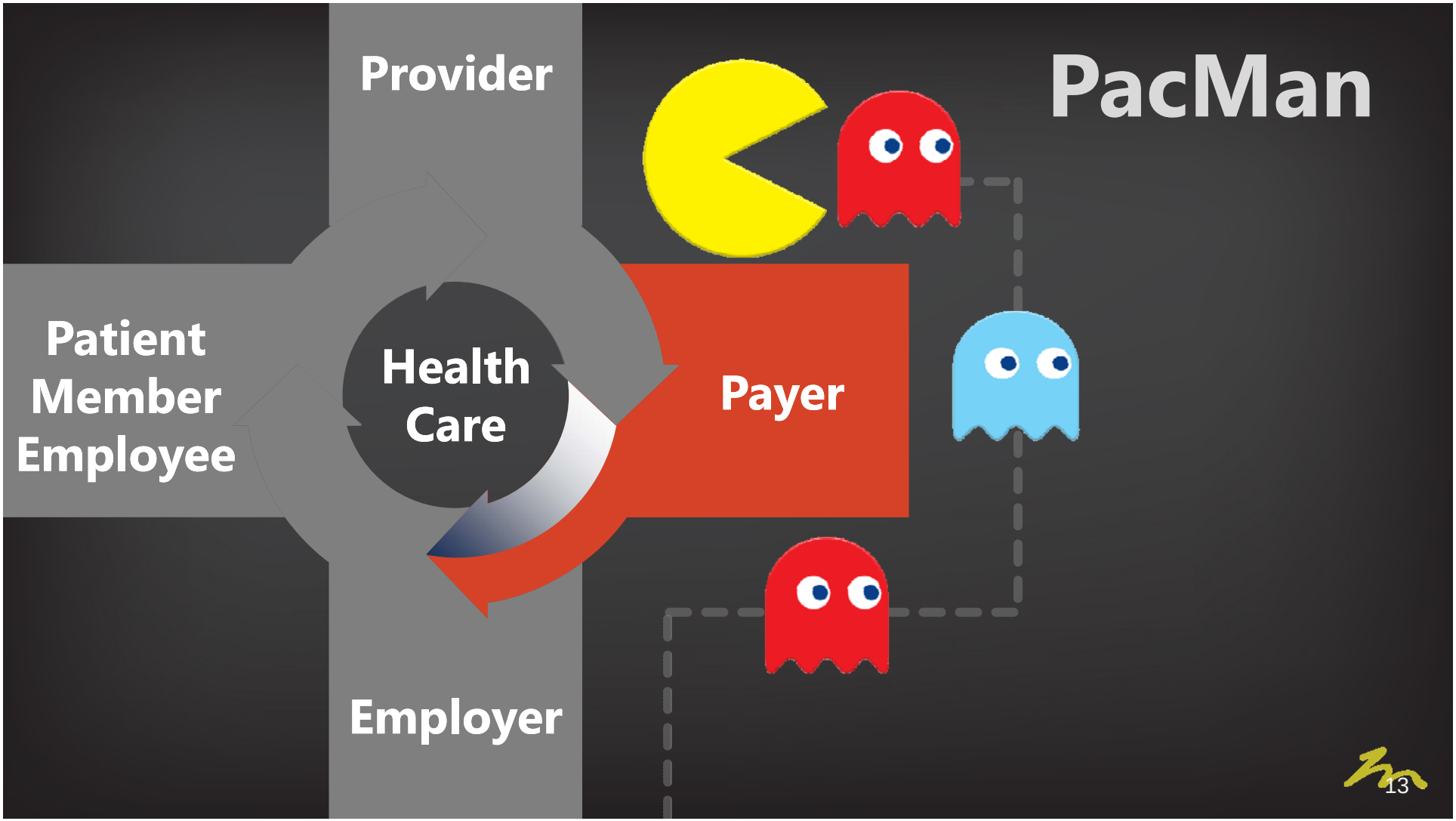


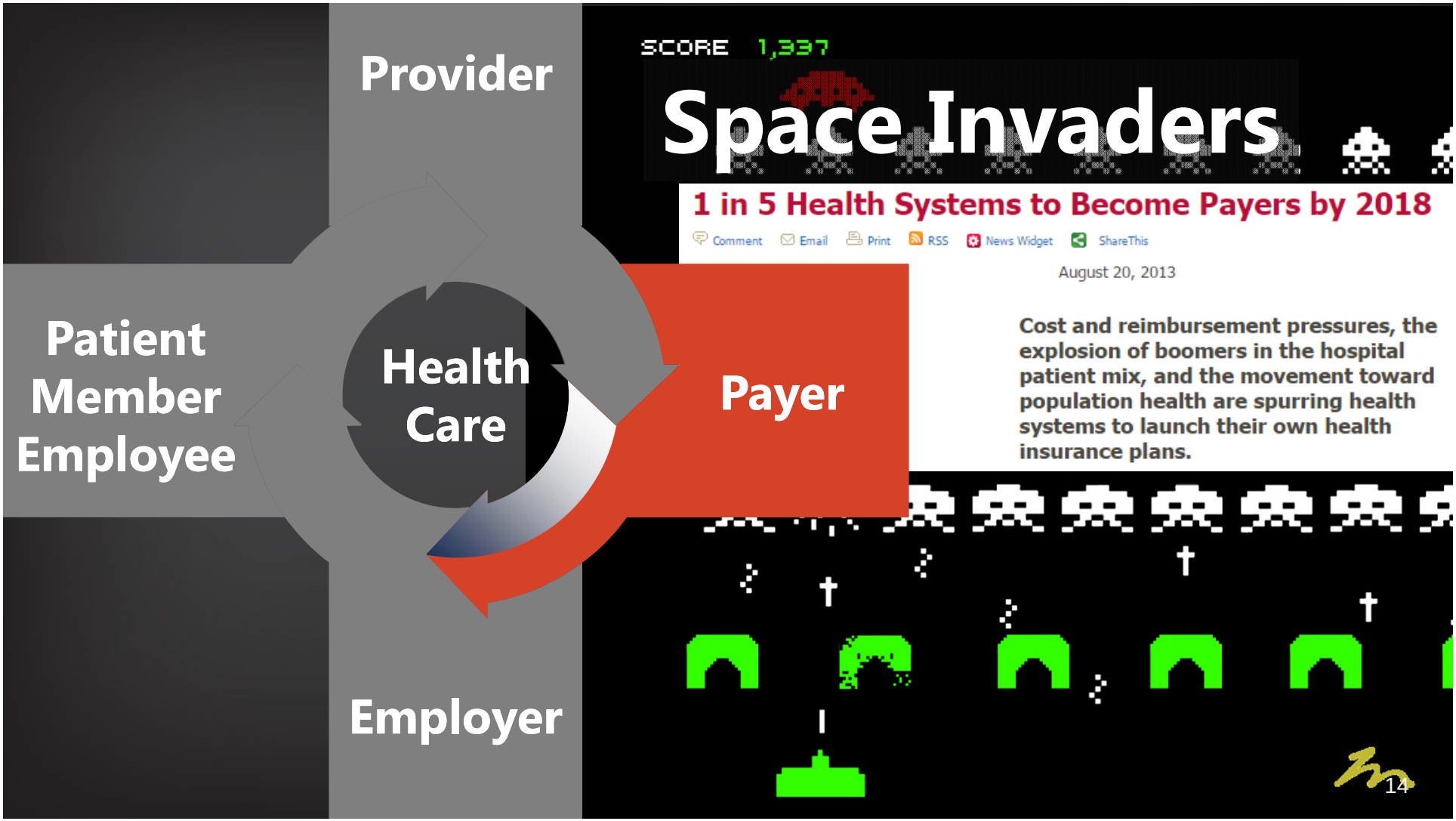
UNCOVERING CORE BELIEFS



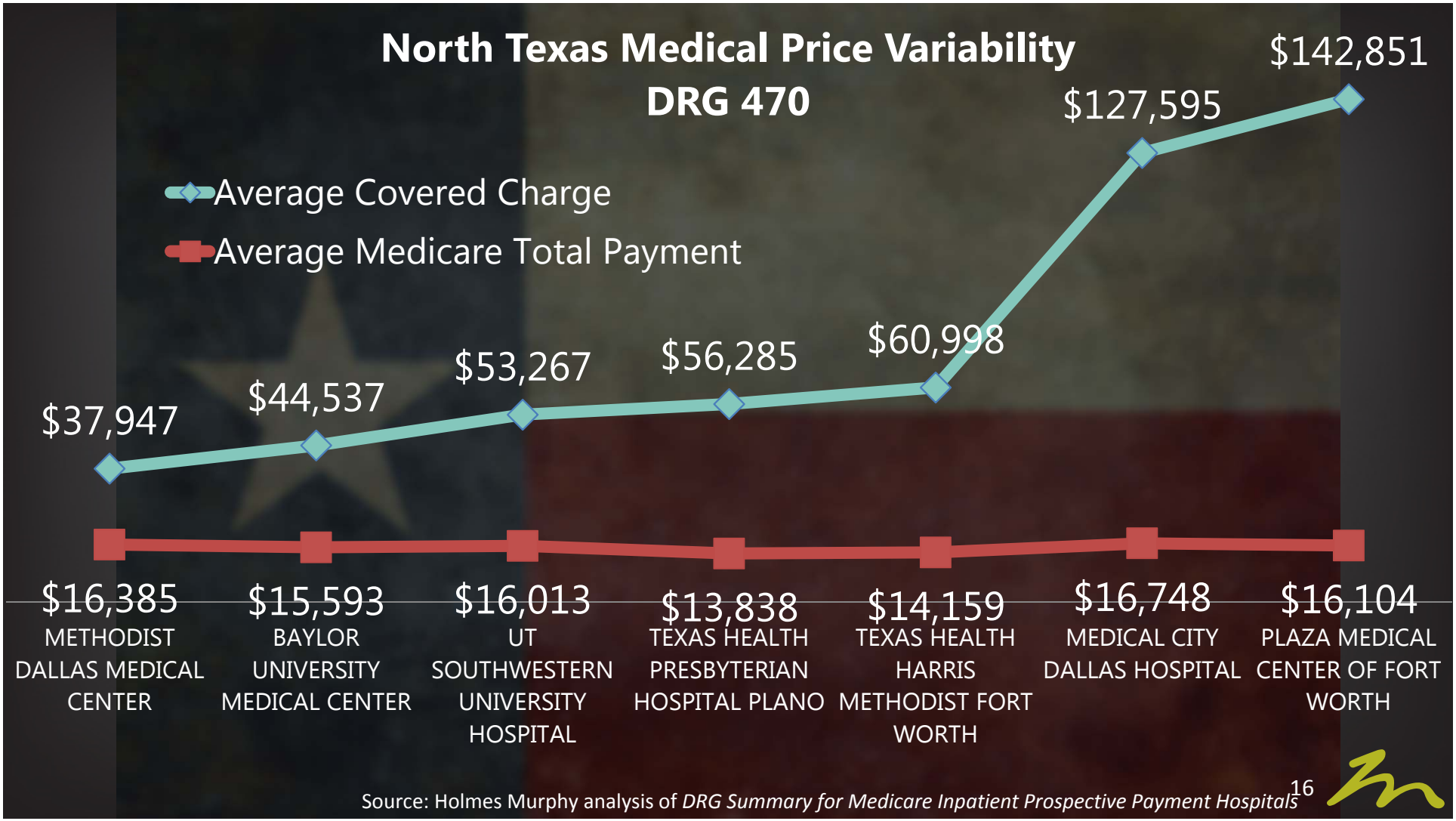
We Believe…




Provider
PacMan
Patient
Member
Employee
Health
Care
Payer
Employer


Provider
Patient
Member
Employee
Health
Care
Payer
Employer
SCORE 1,337
Space Invaders
1 in 5 Health Systems to Become Payers by 2018
Comment
Email
Print
RSS
News Widget
ShareThis
August 20, 2013
Cost and reimbursement pressures, the explosion of boomers in the hospital patient mix, and the movement toward population health are spurring health systems to launch their own health insurance plans.


Bringing it
home

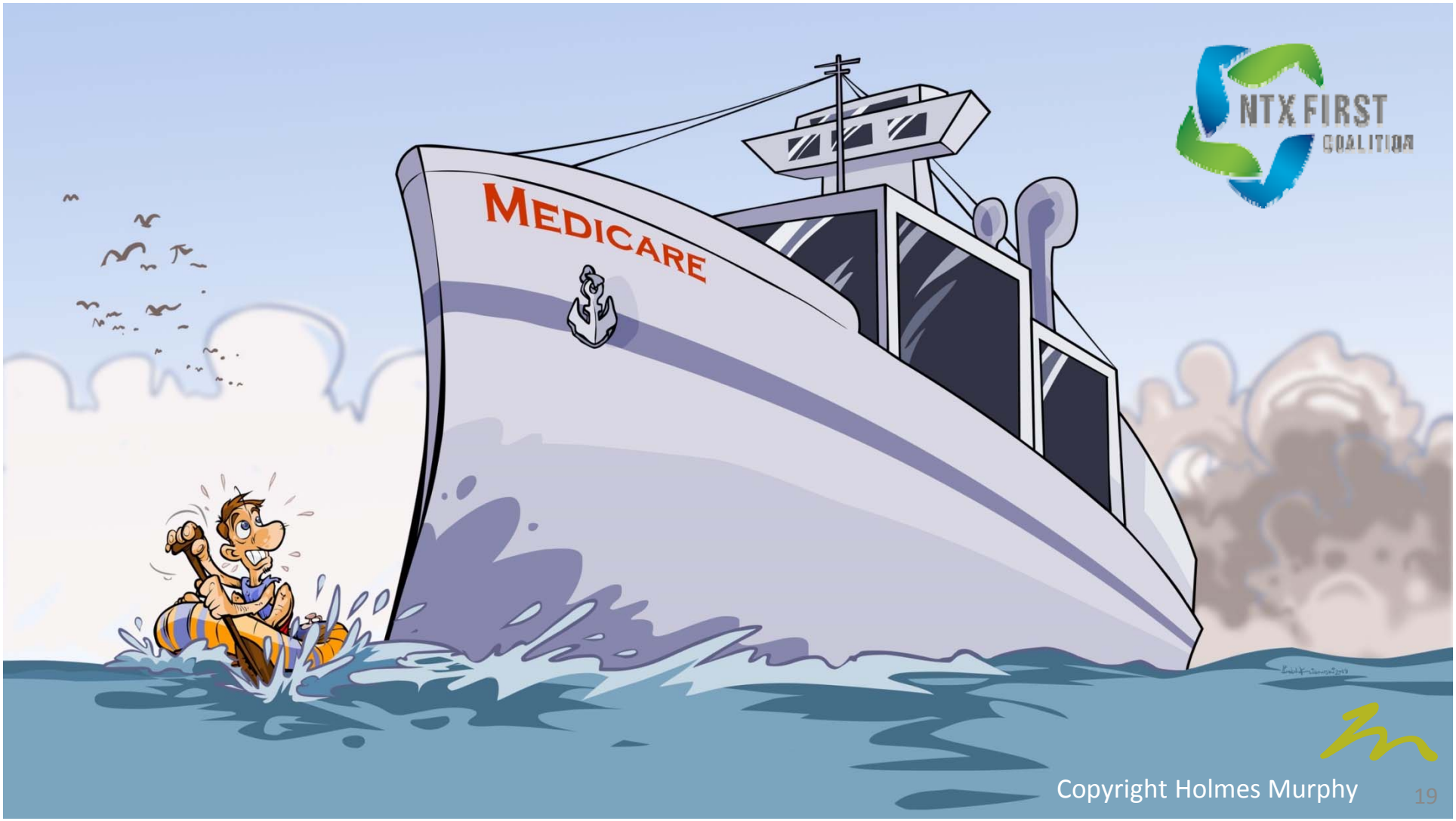


Source: Holmes Murphy analysis of *DRG Summary for Medicare Inpatient Prospective Payment Hospitals*

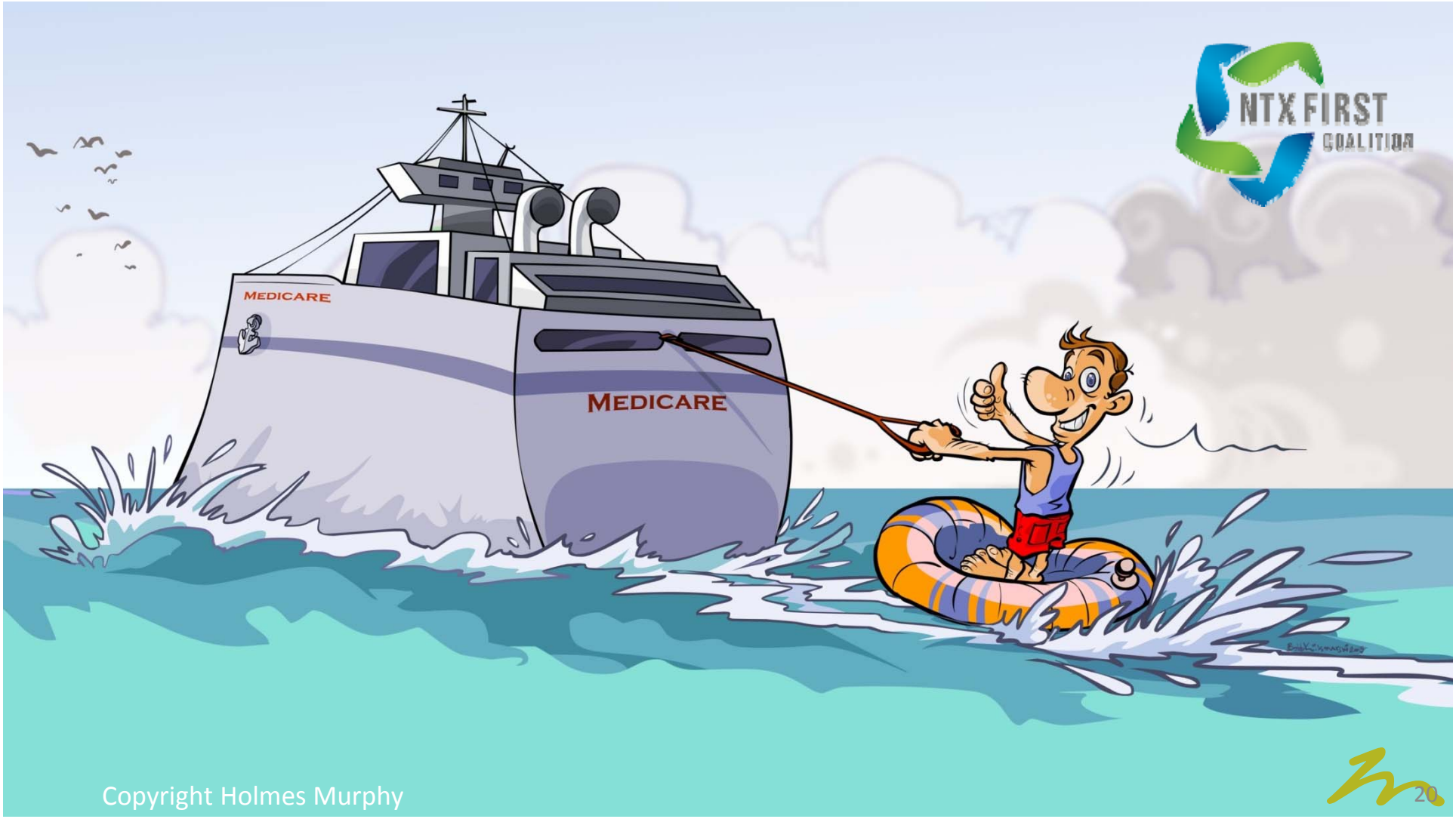

Fair
Indexed
Relevant
Simple
Transparent
NTX FIRST
COALITION

1. Addison
2. Arlington
3. Bedford
4. Carrollton
5. Cedar Hill
6. Colleyville
7. Coppell
8. Dallas
9. Denton
10. Farmers Branch
11. Fort Worth
12. Frisco
13. Garland
14. Grand Prairie
15. Haltom City
16. Highland Park
17. Irving
18. Keller
19. Lancaster
20. Lewisville
21. McKinney
22. Mesquite
23. N Richland Hills
24. Plano
25. Rockwall
26. Rowlett
27. The Colony
28. University Park
29. Watauga
30. White Settlement
31. Wylie

NTX FIRST COALITION



Copyright Holmes Murphy



Copyright Holmes Murphy


THINKING AHEAD...
BECAUSE
THE REAL ENEMY IS
Disease



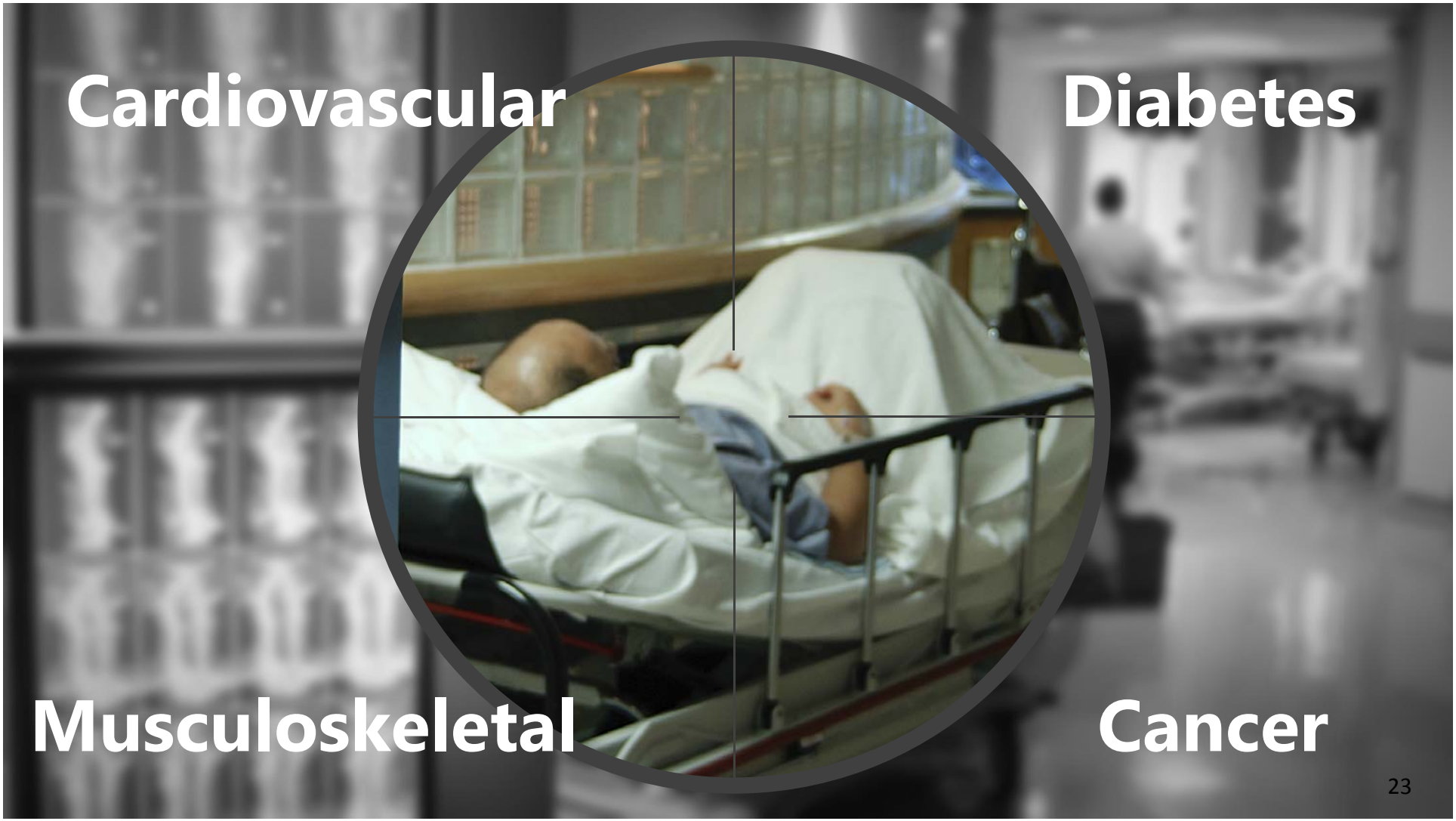
1 Operating

2 Distributing

3 Ventures

HOLMES MURPHY

Disease-Specific Battle Plans


Cardiovascular
Diabetes
Musculoskeletal
Cancer


700+ EMPLOYEES | FOUNDED IN 1932 |TOP 10 BEST PLACES TO WORK
THERE'S NO
place
LIKE
HOLMES
FULL SERVICE FIRM
EMPLOYEE BENEFITS
PREVENTIVE HEALTH SOLUTIONS
PROPERTY CASUALTY
ALTERNATIVE RISK MANAGEMENT
PROMOTING HEALTH
PROTECTING WEALTH
DELIVERING PEACE OF MIND
MURPHY.

THE COMPANY WE KEEP



We Believe...

THAT WE'VE TALKED A LOT!
GOT ANY QUESTIONS?

Commissioners Court - Regular Session **56.**

Meeting Date: 11/29/2016

presentation Employee Assistance Program

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation of the finalist for RFP#1604-070, Employee Assistance Program, Deer Oaks EAP Services, selected by the Williamson County Benefits Committee.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Deer Oaks presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/16/2016 02:23 PM
Form Started By: Kerstin Hancock		Started On: 11/16/2016 11:50 AM
Final Approval Date: 11/16/2016		

Williamson County



Your EAP Services



- Available to the entire household with no registration needed
- Nationwide service
- Telephone and crisis counseling 24-7, 365
- Face-to-face or telephone based short term counseling – 6 visit model option
- 100% confidential
- 16 hours of onsite training & 6 additional webinar hours
- Unlimited CISD's



Work/Life Services



Legal	Free 30 minute legal consultation, 25% reduction in hourly rate, online will preparation, online legal forms
Financial	Unlimited financial counseling with a certified financial planner, consultation for Identity Theft Recovery Services
Take the Highroad	One time per employee per year, up to $45 reimbursement for cab fare
Childcare Referrals	Daycare, Babysitters, Summer Camps, Afterschool care, Adoption Questions, Special Needs Programs
Eldercare Referrals	Nursing homes, Assisted Living, Support Groups, Insurance Questions, At home care
Work & Career Growth Referrals	Career Development, Resume Writing Services, Certification Programs
Daily Living Referrals	Pet-sitters/Kennels, Relocation Services, Transportation/Travel Services, House Cleaners
Health & Wellbeing Referrals	Physician Searches, Safety Programs, Support Groups, Fitness Centers/Programs, Nutrition Programs
Parenting Referrals	Child Nutrition, Discipline, Toilet Training, Blended Families, Playgroups, Raising Teenagers, Grandparents as Parents
Education Referrals	Tutors, Enrichment Programs, Special Needs Education, Home Schooling, Financial Aid, Scholarships

What Sets Deer Oaks Apart?



- **<u>Creative approaches to promoting program awareness and usage</u>**

  - Many of Deer Oaks' clients experience much higher utilization than the national average of 4-6%

- **<u>Confirmed-Match work-life services</u>**

  - Unlimited concierge services to assist individuals with locating child care, elder care, & daily living resources

- **<u>Match to insurance service</u>**

  - Each caller assigned a counselor that is also in their insurance network for continuity of care

Keys for Success!



- **Strategic account management**
  - Regular planning meetings to align services with County goals, track utilization, adjust promotional campaigns, etc.

- **Target services to help employees manage stress and achieve work-life balance**
  - Focus on promotion of work-life services
  - Innovative stress management campaigns (i.e., webinar series, educational fact sheet series, etc.)
  - Integrate the EAP with other programs

Accessing Services



Call Deer Oaks EAP Services:

1-888-993-7650

E-mail: eap@deeroaks.com
or go to: www.deeroakseap.com

Username & password:
WILCO



Commissioners Court - Regular Session **57.**

Meeting Date: 11/29/2016

Approving the Renewal of ORACLE Consulting Agreement

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the renewal of the Consulting Services Agreement between Rely Information Systems, LLC and Williamson County, Texas for DBA patch and upgrade assistance and general Oracle DBA support and maintenance of Williamson County's Oracle applications. Exemption of the services to be provided under the Agreement from the competitive bidding proposal requirements are per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024(a)(4).

Background

Requested by Lisa Maraden, Analyst I in the IT Department; Rely Information Systems, LLC will provide consulting services, general DBA support and maintenance of Williamson County's Oracle applications during the period of November 1, 2016 through October 31, 2017. Only actual hours will be charged, $88 per hour with an estimated 12 hours per week. Rely Information Systems, LLC will provide DBA patch and upgrade assistance as requested, $88 per hour for an estimated 80 hours.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1- Form 1295

2 - Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	11/17/2016 02:11 PM
Form Started By: Sydney Richardson		Started On: 11/17/2016 11:01 AM
Final Approval Date: 11/17/2016		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-134753

Date Filed:
11/09/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Rely Information Systems
Irving, TX United States

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

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

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

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

6 AFFIDAVIT

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

V. Praveen Rao
Signature of authorized agent of contracting business entity

NOTARY PUBLIC STATE OF TEXAS
DAVID BLAIR
Notary ID # 126523733
My Commission Expires
October 25, 2020

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said VARADA PRAVEEN RAO, this the 14th day of NOV, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	DAVID BLAIR	NOTARY PUBLIC

CONSULTING
SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao who is the sole provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to provide the items described in the SOW ("Deliverables").

2. Term and Termination

2.1 This Agreement will have an initial term of one (1) year, or the length of the engagement, if longer than one (1) year, and may be renewed for successive one (1)year periods pursuant to a separate written agreement between the parties.

2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.

2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period 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 mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and

will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.

5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request. Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its 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 Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event the cause of the issue is determined to be inadequate work, errors, or omissions in the services

provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL CLAIMS, LIABILITIES AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, REASONABLY INCURRED IN THE DEFENSE OF ANY CLAIM BROUGHT AGAINST THE COUNTY IN THE COURTS OF THE UNITED STATES AND CANADA BY A THIRD PARTY(S) ALLEGING THAT A PARTY'S USE OF ANY MATERIAL, INFORMATION OR TECHNOLOGY SUPPLIED BY THE CONSULTANT IN RELATION TO THE SERVICES PROVIDED HEREUNDER INFRINGES OR MISAPPROPRIATES ANY COPYRIGHT, TRADE SECRET OR UNITED STATES OR CANADIAN PATENT OF WHICH THE PARTY SUPPLYING THE MATERIAL, INFORMATION OR TECHNOLOGY IS OR SHOULD BE AWARE; PROVIDED THAT THE COUNTY NOTIFIES THE CONSULTANT IN WRITING OF ANY SUCH CLAIM AND THE CONSULTANT IS PERMITTED TO CONTROL FULLY THE DEFENSE AND ANY SETTLEMENT OF SUCH CLAIM AS LONG AS SUCH SETTLEMENT SHALL NOT INCLUDE A FINANCIAL OBLIGATION ON THE COUNTY. THE COUNTY SHALL COOPERATE FULLY IN THE DEFENSE OF SUCH CLAIM AND MAY APPEAR, AT ITS OWN EXPENSE, THROUGH ITS OWN COUNSEL. THE CONSULTANT MAY, IN ITS SOLE DISCRETION, SETTLE ANY SUCH CLAIM ON A BASIS CONSULTANT SUBSTITUTES FOR THE MATERIAL, INFORMATION OR TECHNOLOGY, ALTERNATIVE, SUBSTANTIALLY EQUIVALENT NON-INFRINGING MATERIAL, INFORMATION OR TECHNOLOGY.

9. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;

ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

13. General

13.1 Personal Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao, who is the sole member/owner of Rely Information Systems LLC, to personally and solely provide all of all Services and Deliverable to County under this Agreement and that at no time may any other individual, entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of personal services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

13.2 Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in 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 Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

13.3 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault

or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

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

13.5 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

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

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

13.8 County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant 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 Consultant reasonable advance notice of intended audits.

13.9 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the

County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

13.10 Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.

13.11 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

13.12 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC

BY: V. Pramen Rao

NAME: VARADA P RAO

TITLE: PRESIDENT

DATE: 11/14, 2016

WILLIAMSON COUNTY, TEXAS

BY: _____
Dan A. Gattis,
Williamson County Judge

DATE: _____, 20____

EXHIBIT A
STATEMENT OF WORK (SOW)

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:
This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided:		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2016 through Oct 31, 2017 These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:
The Service to be performed under this SOW shall be from November 1, 2016 through October 31, 2017.

Compensation:
The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed $82,000.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1, 2016 until Oct 31, 2017.			
Consultant(s)	**Hourly Rate(s)**	**Estimated Hours**	**Cost**
Oracle DBA- routine weekly support	$88	672 hours (estimate only)	$59,136
Oracle DBA- patch applications	$88	80 hours (estimate only)	$7040
		Total hours 800	**Total Cost- $66,176**

Payment:
Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

Commissioners Court - Regular Session **58.**

Meeting Date: 11/29/2016

Sheriff Office FY17 Vehicles

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve co-op purchases (BuyBoard Contract #430-13) between Williamson County, Texas and Caldwell Country for (26) 2017 Chevy Tahoe PPVs & (2) 2017 Ford Police Interceptor Sedans to support operations of the Williamson County Sheriff's Office.

Background

The Sheriff's Office has requested the purchase of (26) 2017 Chevy Tahoe PPVs & (2) 2017 Ford Police Interceptor Sedans from Caldwell Country Chevrolet utilizing the BuyBoard cooperative agreement. We have worked with this vendor to ensure a complete turn key outfitted package for each vehicle requested. We submitted for multiple quotes from many vendors and Caldwell Country came back with the lowest price. Total cost of the purchase will be $1,244,224.64. Quotes are attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Admin Tahoe

L&W Tahoe

Patrol Tahoe

Sedans

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	11/18/2016 03:02 PM
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:00 PM
Form Started By: Thomas Skiles		Started On: 11/18/2016 09:52 AM
Final Approval Date: 11/21/2016		

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY **Caldwell Rep:** MICHAEL WILEY

Contact: BLAKE SKILES **Phone/fax:** 254-773-8824 / 254-773-8808

Phone/email: 512-943-1478 / blake.skiles@wilco.org **Date:** Monday, November 14, 2016

Product Description: CHEVROLET TAHOE PPV **email:** mwiley@caldwellcountry.com

A. Bid Series: 34 **A. Base Price:** $ 33,935.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
C15706	2017 POLICE UTILITY 4X2	INCL	BTV	REMOTE START	$ 285.00
	5.3L FFV V8; 6-SPD AUTOMATIC	INCL	6C7	R/W DOME LIGHT	$ 161.00
	CLOTH BUCKETS NO CONSOLE	INCL	UTQ	CONTENT THEFT DISAVLE	$ 47.00
	VINYL 2ND ROW SEAT	INCL	CAP	CAPQ13829 EQUIPMENT PKG	$ 9,524.48
	RUBBER FLOOR	INCL			
	FRONT AND REAR A/C	INCL			
	AM/FM/CD BLUETOOTH	INCL			
	CRUISE CONTROL	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	DUAL BATTERIES	INCL			
	LOCKING REAR DIFFERENTIAL	INCL			

Total of B. Published Options: $ 10,017.48

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		BLACK	COLOR
		WITH INSTALLATION 90-120 DAYS	DELIVERY
		ESTIMATED	
ADMIN			

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:** MY17 PPV CREDIT	$ (2,405.00)
J.	**Additional Delivery Charge:** 0 **miles**	$ -
K.	**Subtotal:**	$ 41,547.48
L.	**Quantity Ordered** 2 **x K =**	$ 83,094.96
M.	**Trade in:**	$ -
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	$ 83,494.96

CAP FLEET UPFITTERS

2 ADMIN

QUOTE

4715 S General Bruce Drive
Temple, TX 76502
254-773-1959 - O
254-773-1245 - F

Date 11/14/2016
Quote # CAPQ13829

Name / Address
CALDWELL COUNTRY CHEVROLET
PO BOX 27
CALDWELL, TX 78836

Job : WILLIAMSON COUNTY SHERIFFS OFFICE
Project :

Employee N... Wayne Jacobs

Part #	Qty	Description	Unit Price	Total
SIFZS-3076932	2	SpectraLux ILS-2017 with brkt for 2017 Tahoe 4 Red/4Blue and white	823.16	1,646.32
SSP2000B	2	Smart Siren Platinum 2220B	685.00	1,370.00
ES100C	2	FEDERAL SIGNAL DYNAMAX SPEAKER, COMPOSITE HOUSING, 100W	161.00	322.00
ESB-U	2	FEDERAL SIGNAL ES100 UNIVERSAL BAIL BRACKET	19.60	39.20
MPS1200U-BR	8	Micro Pulse Ultra 1220 Red/Blue	88.90	711.20
RBKT6	2	HORIZ MT LICENSE PLATE BRKT	12.27	24.54
SL8S-RB	2	Lattitude 8 Head 4 Red/Blue	296.00	592.00
MPS620U-BR	4	12 LED Lighthead Red/Blue	72.00	288.00
SSFPOSI6	2	SOLID STATE HEADLIGHT FLASHER	54.00	108.00
39737	2	Grille Guard - Wrap Style, Black, Chevrolet Tahoe, 2015-2016	318.00	636.00
FBHKSA16ZSN1K2	2	FLASHBACKHD SYST, 16GBSD, OZ CAM, VLX, STD-MON, BLK-THRU-HOLE-WIFI/WIFI/GPS ANT, CENTER CONSOLE/OH	4,898.00	9,796.00
MVD-IR-CAM	2	BACKSEAT IR CAMERA	290.00	580.00
MVD-CRASH-BAT2	2	COLLISON SENSOR: TRIGGERS FLASHBACK DVR INTO RECORD MODE IN THE EVENT OF A COLLISON	190.00	380.00
7160-0548-03	2	Chevrolet Tahoe (2015-2016), Silverado 1500 (2014-2016) and Silverado 2500/3500/HD (2015-2016) Console Box with Internal Cupholder, Armrest and Wiring Chase	447.85	895.70
TINT	2	TINT, FRONT WINDOWS ONLY	75.00	150.00
INSTALL LABOR	2	INSTALLATION	690.00	1,380.00
SSUPPLY	2	SHOP SUPPLIES	30.00	60.00
CT-CAPH	2	CAP FLEET WIRING HARNESS	0.00	0.00
SHIP	2	SHIPPING & HANDLING	35.00	70.00
DEALER	1	DEALER PREP	0.00	0.00
INSPECT	1	ALL CAP FLEET INSTALLATIONs COME WITH AGENCY LIFETIME WARRANTY	0.00	0.00
				1,510.00

This quote is good for 30 days from date of quote.

Total **$19,048.96**

INSTALLATION WARRANTY
CAP CERTAINTY

TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

WWW.CAPFLEETUPFITTERS.COM

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY
Caldwell Rep: MICHAEL WILEY
Contact: BLAKE SKILES
Phone/fax: 254-773-8824 / 254-773-8808
Phone/email: 512-943-1478 / blake.skiles@wilco.org
Date: Monday, November 14, 2016
Product Description: CHEVROLET TAHOE PPV
email: mwiley@caldwellcountry.com

A. Bid Series: 34 **A. Base Price:** $ 33,935.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
C15706	2017 POLICE UTILITY 4X2	INCL	7X6	DRIVER SIDE SPOTLIGHT	$ 465.00
	5.3L FFV V8; 6-SPD AUTOMATIC	INCL	UTQ	CONTENT THEFT DISABLE	$ 47.00
	CLOTH BUCKETS NO CONSOLE	INCL			
	VINYL 2ND ROW SEAT	INCL	CAP	CAPQ13826 EQUIPMENT PKG	$ 13,745.81
	RUBBER FLOOR	INCL			
	FRONT AND REAR A/C	INCL			
	AM/FM/CD BLUETOOTH	INCL			
	CRUISE CONTROL	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	DUAL BATTERIES	INCL			
	LOCKING REAR DIFFERENTIAL	INCL			

Total of B. Published Options: $ 14,257.81

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		BLACK	COLOR
		WITH INSTALLATION 90-120 DAYS	DELIVERY
		ESTIMATED	
LIC & WEIGHT			

Total of C. Unpublished Options: $ -

D. Pre-delivery Inspection: $ -

E. Texas State Inspection: $ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

H Lot Insurance (for in-stock and/or equipped vehicles): $ -

I. Contract Price Adjustment: MY17 PPV CREDIT $ (2,405.00)

J. Additional Delivery Charge: 0 **miles** $ -

K. Subtotal: $ 45,787.81

L. Quantity Ordered 1 **x K =** $ 45,787.81

M. Trade in: $ -

N. BUYBOARD FEE PER PURCHASE ORDER $ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE $ 46,187.81

CAP FLEET UPFITTERS

4715 S General Bruce Drive
Temple, TX 76502
254-773-1959 - O
254-773-1245 - F

1
2 of 2

QUOTE

Date 11/14/2016
Quote # CAPQ13826

Name / Address
CALDWELL COUNTRY CHEVROLET
PO BOX 27
CALDWELL, TX 78836

Job : WILLIAMSON COUNTY SHERIFFS OFFICE
Project :

Employee N... Wayne Jacobs

Part #	Qty	Description	Unit Price	Total
P46SLC	1	PAR-46 SUPER-LED SPOT LT 12V	135.72	135.72
VALR51S-TX2	1	Valor 51" color Lightbar package	2,390.00	2,390.00
RBKT6	1	HORIZ MT LICENSE PLATE BRKT	12.27	12.27
MPS620U-BR	2	12 LED Lighthead Red/Blue	72.00	144.00
MPS1200U-BR	4	Micro Pulse Ultra 1220 Red/Blue	88.90	355.60
SSFPOSI6	1	SOLID STATE HEADLIGHT FLASHER front and rear	54.00	54.00
39737	1	Grille Guard - Wrap Style, Black, Chevrolet Tahoe, 2015-2016	318.00	318.00
38537	1	Rear Window Guards, Black, Chevrolet Tahoe, 2015-2016	149.00	149.00
FBHKSA16ZSN1K2	1	FLASHBACKHD SYST, 16GBSD, OZ CAM, VLX, STD-MON, BLK-THRU-HOLE-WIFI/WIFI/GPS ANT, CENTER CONSOLE/OH	4,898.00	4,898.00
MVD-IR-CAM	1	BACKSEAT IR CAMERA	290.00	290.00
MVD-CRASH-BAT2	1	COLLISON SENSOR: TRIGGERS FLASHBACK DVR INTO RECORD MODE IN THE EVENT OF A COLLISON	190.00	190.00
7160-0548-03	1	Chevrolet Tahoe (2015-2016), Silverado 1500 (2014-2016) and Silverado 2500/3500/HD (2015-2016) Console Box with Internal Cupholder, Armrest and Wiring Chase	447.85	447.85
DS-PAN-112	1	Docking station: Panasonic Toughbook 30/31	650.32	650.32
TINT	1	TINT, FRONT WINDOWS ONLY	75.00	75.00
GRAPHICS	1	CUSTOM DECALS	590.00	590.00
INSTALL				
LABOR	1	INSTALLATION	960.00	960.00
SSUPPLY	1	SHOP SUPPLIES	30.00	30.00
CT-CAPH	1	CAP FLEET WIRING HARNESS	0.00	0.00
SHIP	1	SHIPPING & HANDLING	130.00	130.00
DEALER	1	DEALER PREP	0.00	0.00
INSPECT	1	ALL CAP FLEET INSTALLATIONs COME WITH AGENCY LIFETIME WARRANTY	0.00	0.00
				1,120.00
7160-0220	1	MONGOOSEâ„¢ - 9" Locking Slide Arm: VESA 75mm & Gamber-Johnson Hole Pattern	206.05	206.05
PS40-301	1	Ctech Box 16x40x30 Scale Series CopBox	1,720.00	1,720.00

This quote is good for 30 days from date of quote.

Total **$13,745.81**

INSTALLATION WARRANTY
CAP CERTAINTY

TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

WWW.CAPFLEETUPFITTERS.COM

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY
Caldwell Rep: MICHAEL WILEY
Contact: BLAKE SKILES
Phone/fax: 254-773-8824 / 254-773-8808
Phone/email: 512-943-1478 / blake.skiles@wilco.org
Date: Monday, November 14, 2016
Product Description: CHEVROLET TAHOE PPV
email: mwiley@caldwellcountry.com

A. Bid Series: 34 **A. Base Price:** $ 33,935.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
C15706	2017 POLICE UTILITY 4X2	INCL	7X6	DRIVER SIDE SPOTLIGHT	$ 465.00
	5.3L FFV V8; 6-SPD AUTOMATIC	INCL	UTQ	CONTENT THEFT DISABLE	$ 47.00
	CLOTH BUCKETS NO CONSOLE	INCL			
	VINYL 2ND ROW SEAT	INCL	CAP	CAPQ13819 EQUIPMENT PKG	$ 13,624.71
	RUBBER FLOOR	INCL			
	FRONT AND REAR A/C	INCL			
	AM/FM/CD BLUETOOTH	INCL			
	CRUISE CONTROL	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	DUAL BATTERIES	INCL			
	LOCKING REAR DIFFERENTIAL	INCL			

Total of B. Published Options: $ 14,136.71

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		BLACK	COLOR
		WITH INSTALLATION 90-120 DAYS	DELIVERY
		ESTIMATED	

Total of C. Unpublished Options: $ -

D. Pre-delivery Inspection: $ -

E. Texas State Inspection: $ -

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles): $ -

H Lot Insurance (for in-stock and/or equipped vehicles): $ -

I. Contract Price Adjustment: MY17 PPV CREDIT $ (2,405.00)

J. Additional Delivery Charge: 0 miles $ -

K. Subtotal: $ 45,666.71

L. Quantity Ordered 23 **x K =** $ 1,050,334.33

M. Trade in: $ -

N. BUYBOARD FEE PER PURCHASE ORDER $ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE $ 1,050,734.33

CAP FLEET UPFITTERS

4715 S General Bruce Drive
Temple, TX 76502
254-773-1959 - O
254-773-1245 - F

QUOTE

Date 11/14/2016
Quote # CAPQ13819

Name / Address
CALDWELL COUNTRY CHEVROLET
PO BOX 27
CALDWELL, TX 78836

Job : WILLIAMSON COUNTY SHERIFFS OFFICE
Project :

Employee N... Wayne Jacobs

Part #	Qty	Description	Unit Price	Total
P46SLC	23	PAR-46 SUPER-LED SPOT LT 12V	135.72	3,121.56
VALR51S-TX2	23	Valor 51" color Lightbar package	2,390.00	54,970.00
RBKT6	23	HORIZ MT LICENSE PLATE BRKT	12.27	282.21
MPS620U-BR	46	12 LED Lighthead Red/Blue	72.00	3,312.00
MPS1200U-BR	92	Micro Pulse Ultra 1220 Red/Blue	88.90	8,178.80
SSFPOSI6	23	SOLID STATE HEADLIGHT FLASHER front and rear	54.00	1,242.00
39737	23	Grille Guard - Wrap Style, Black, Chevrolet Tahoe, 2015-2016	318.00	7,314.00
38537	23	Rear Window Guards, Black, Chevrolet Tahoe, 2015-2016	149.00	3,427.00
475-0865	23	Space Creator - High Security/High Visibility (includes Center HSEP ONLY), GM/CHEVY Tahoe PPV/Silverado 15+	480.00	11,040.00
475-0888	23	HSEP - 2P (VP9 BDRH Only), GM/CHEVY Tahoe 15+	76.90	1,768.70
475-0973	23	Replacement Bio Seat System, GM/CHEVY Tahoe 15+	890.00	20,470.00
FBHKSA16ZSN1K2	23	FLASHBACKHD SYST, 16GBSD, OZ CAM, VLX, STD-MON, BLK-THRU-HOLE-WIFI/WIFI/GPS ANT, CENTER CONSOLE/OH	4,898.00	112,654.00
MVD-IR-CAM	23	BACKSEAT IR CAMERA	290.00	6,670.00
MVD-CRASH-BAT2	23	COLLISON SENSOR: TRIGGERS FLASHBACK DVR INTO RECORD MODE IN THE EVENT OF A COLLISON	190.00	4,370.00
7160-0548-03	23	Chevrolet Tahoe (2015-2016), Silverado 1500 (2014-2016) and Silverado 2500/3500/HD (2015-2016) Console Box with Internal Cupholder, Armrest and Wiring Chase	447.85	10,300.55
DS-PAN-112	23	Docking station: Panasonic Toughbook 30/31	650.32	14,957.36
475-0051	23	GR9-870/AR BLM Vertical Mount to Flat/Recessed Housing	213.00	4,899.00
TINT	23	TINT, FRONT WINDOWS ONLY	75.00	1,725.00
GRAPHICS	23	CUSTOM DECALS	590.00	13,570.00
INSTALL				
LABOR	23	INSTALLATION	960.00	22,080.00
SSUPPLY	23	SHOP SUPPLIES	30.00	690.00
CT-CAPH	1	CAP FLEET WIRING HARNESS	0.00	0.00
SHIP	23	SHIPPING & HANDLING	69.00	1,587.00
DEALER	1	DEALER PREP	0.00	0.00
INSPECT	1	ALL CAP FLEET INSTALLATIONs COME WITH AGENCY LIFETIME WARRANTY	0.00	0.00
				24,357.00
7160-0220	23	MONGOOSEâ„¢ - 9" Locking Slide Arm: VESA 75mm & Gamber-Johnson Hole Pattern	206.05	4,739.15

This quote is good for 30 days from date of quote.

Total **$313,368.33**

INSTALLATION WARRANTY
CAP CERTAINTY

TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

WWW.CAPFLEETUPFITTERS.COM

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

CALDWELL COUNTRY FORD - CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD BID 430-13

End User: WILLIAMSON COUNTY
Caldwell Rep: MICHAEL WILEY
Contact: BLAKE SKILES
Phone/fax: 254-773-8824 / 254-773-8808
Phone/email: 512-943-1478 / blake.skiles@wilco.org
Date: Monday, November 14, 2016
Product Description: FORD PI SEDAN
email: mwiley@caldwellcountry.com

A. Bid Series: 132 **A. Base Price:** $ 25,122.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
P2M	2017 POLICE SEDAN AWD	INCL	76R	REVERSE SENSORS	INCL
	3.7L FFV V6; 6-SPD AUTOMATIC	INCL	53M	SYNC SYSTEM	INCL
	CLOTH BUCKETS NO CONSOLE	INCL			
	VINYL 2ND ROW SEAT	INCL	CAP	CAPQ13834 EQUIPMENT PKG	$ 8,986.77
	RUBBER FLOOR	INCL			
	A/C; AM/FM/CD	INCL			
	CRUISE CONTROL	INCL			
	POWER WINDOWS AND LOCKS	INCL			
13P	HEADLAMP PREP PKG	INCL			
60B	RAIL BRACKET KIT	INCL			
60P	KEYLESS ENTRY	INCL			

Total of B. Published Options: $ 8,986.77

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		WHITE	COLOR
		WITH INSTALLATION 120-150 DAYS	DELIVERY
		ESTIMATED	
ADMIN			

Total of C. Unpublished Options: $ -

D.	**Pre-delivery Inspection:**	$ -
E.	**Texas State Inspection:**	$ -
F.	**Manufacturer Destination/Delivery:**	
G.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
H	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
I.	**Contract Price Adjustment:** MY17 PPV CREDIT	$ (2,405.00)
J.	**Additional Delivery Charge:** 0 miles	$ -
K.	**Subtotal:**	$ 31,703.77
L.	**Quantity Ordered** 2 x K =	$ 63,407.54
M.	**Trade in:**	$ -
N.	**BUYBOARD FEE PER PURCHASE ORDER**	$ 400.00
O.	**TOTAL PURCHASE PRICE WITH BUYBOARD FEE**	$ 63,807.54

CAP FLEET UPFITTERS

4715 S General Bruce Drive
Temple, TX 76502
254-773-1959 - O
254-773-1245 - F

QUOTE

Date 11/14/2016
Quote # CAPQ13834

Name / Address
CALDWELL COUNTRY CHEVROLET
PO BOX 27
CALDWELL, TX 78836

Job : WILLIAMSON COUNTY SHERIFFS OFFICE
Project :

Employee N... Wayne Jacobs

Part #	Qty	Description	Unit Price	Total
SIFZS-3104022	2	Federal SpectraLux ILS Split Front Headliner With 4 Red/White and 4 Blue /White and Brackets for Sedan	819.90	1,639.80
SSP2000B	2	Smart Siren Platinum 2220B	685.00	1,370.00
SILSD-00023	2	Spectralux ILS Rear Deck Model for Ford Sedan	872.00	1,744.00
ESB-U	2	FEDERAL SIGNAL ES100 UNIVERSAL BAIL BRACKET	19.60	39.20
RBKT6	2	HORIZ MT LICENSE PLATE BRKT	12.27	24.54
FHL-TAIL	2	FLASHER,REAR,ALTERNATING	42.00	84.00
38014	2	Push Bumper, Black, Ford Interceptor, 2012-2016	210.00	420.00
FBHKSA16ZSN1K2	2	FLASHBACKHD SYST, 16GBSD, OZ CAM, VLX, STD-MON, BLK-THRU-HOLE-WIFI/WIFI/GPS ANT, CENTER CONSOLE/OH	4,898.00	9,796.00
MVD-IR-CAM	2	BACKSEAT IR CAMERA	290.00	580.00
MVD-CRASH-BAT2	2	COLLISON SENSOR: TRIGGERS FLASHBACK DVR INTO RECORD MODE IN THE EVENT OF A COLLISON	190.00	380.00
7160-0409	2	Ford Sedan Police Interceptor (2012-2016) - Console Box with Internal Cup holder and Armrest	303.00	606.00
TINT	2	TINT, FRONT WINDOWS ONLY	75.00	150.00
INSTALL LABOR	2	INSTALLATION	490.00	980.00
SSUPPLY	1	SHOP SUPPLIES	30.00	30.00
CT-CAPH	1	CAP FLEET WIRING HARNESS	0.00	0.00
SHIP	1	SHIPPING & HANDLING	130.00	130.00
DEALER	1	DEALER PREP	0.00	0.00
INSPECT	1	ALL CAP FLEET INSTALLATIONs COME WITH AGENCY LIFETIME WARRANTY	0.00	0.00
				1,140.00

This quote is good for 30 days from date of quote.

Total **$17,973.54**

INSTALLATION WARRANTY
CAP CERTAINTY

TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

WWW.CAPFLEETUPFITTERS.COM

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

Commissioners Court - Regular Session **59.**

Meeting Date: 11/29/2016

Exempt ESRI as a Sole Source Provider for GSI Software

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 exempting Environmental Systems Research Institute (ESRI) from the competitive bidding or proposal requirements established by Section 262.024(a)(7) of the Texas Local Government Code, as the sole source provider of software maintenance for our Geographical Information System (GIS) software (technical support, plus ESRI software upgrades/updates).

Background

Requested by Lisa Maraden, Analyst I in the IT Department; ESRI, as the owner and manufacturer, is the sole source provider of the software maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

1 - Letter of Recommendation

2 - BidSync Results

3 - Sole Source Justification

4 - Justification Letter

5 - Affidavit

6 - Vendor Sole Source Letter

7 - Vendor Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:00 PM
Form Started By: Sydney Richardson		Started On: 11/18/2016 03:59 PM
Final Approval Date: 11/21/2016		

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

11/18/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Environmental Systems Research Institute (ESRI)

Dear County Judge and Commissioners,

Recently our county Information Technology department made a request for the **sole source purchase of software maintenance for our GIS software that is proprietary and supported by only Environmental Systems Research Institute (ESRI)**.

After reviewing all documentation requested and provided by the Information Technology department**, I recommend qualifying this request as a sole source purchase per Texas Local Government Code section 262.003.**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration.
- A signed Sole Source Justification Request submitted by Lisa Maraden
- A signed letter of recommendation from Jay Schade, Sr. Director of Technology Services
- A letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A written quote provided by the supplier

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Max Bricka
Williamson County
Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BidSync Periscope

WILLIAMSON COUNTY

Welcome sydney.richardson@wilco.org | Logout
Need assistance?
Contact us
or call 800 990 9339

Home Search Source Tools

Schedule Task Note

Vendor view of bid

Chat | Description

Bid #SOS-1702 - Intent To Deem GIS Software As A Sole Source For ESRI Products. RFI

Time Left	**closed**	**# of offers**	**0**
Bid Started	**Nov 3, 2016 2:08:44 PM CDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Nov 17, 2016 3:00:00 PM CST	**# of suppliers viewed**	**29** (View)
Agency Information	**Williamson County, Texas, TX** (view agency's bids)	**Q & A**	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** No Location Specified **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	SOS-1702
Title	Please attach any supporting documentation to this line.
Contract Duration	3 years
Contract Renewal	1 annual renewal
Prices Good for	30 days
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with Environmental Systems Research Institute, Inc. (ESRI) for the following item (s): software maintenance for Geographical Information System Software (technical support plus ESRI software updates/upgrades) on ESRI products. - AppStudio for ArcGIS - ArcGIS for Desktop & Extensions Subscription (Basic, Advanced, Standard) - ArcGIS for Aviation Bundle - ArcGIS for Desktop Advanced - ArcGIS for Desktop Standard - ArcGIS for Maritime Bundle - ArcGIS for Server and Extensions - ArcGIS Online (excluding data owned by 3rd party providers) - ArcGIS Runtime and Extensions - Drone2Map for ArcGIS - ESRI Business Analyst Online - ESRI Business Analyst Server - ESRI Community Analyst - ESRI Defense Mapping Bundle - ESRI Developer Network (EDN) subscriptions - ESRI MapStudio - ESRI Maps Products - ESRI Roads and Highways - ESRI Services Packages - Navigator for ArcGIS - Portal & Hosted Portal for ArcGIS - Trai n i ng Courses

Product Feedback

- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Server and extensions
- ESRI Business Analyst Server

THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED. Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.

If no affirmative responses are received by 03:00 PM on November 17, 2016, showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.

Description Please attach any supporting documentation to this line.

Documents

Select All | Select None | Download Selected

☐ 1. Conflict of Interest Form - Local Gov [download]

= Included in Bid Packet = Excluded from Bid Packet

Contractor Advertisements

View All Ads

There are no advertisements on this solicitation.

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

Home | Bid Search | Bids | Orders | Tools | Support | Privacy | Logout

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Product Feedback

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☐ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Lisa Maraden - Technology Services

Requestor Title: IT Analyst I Requestor Phone Number: 512-943-1985

Requested Sole Source Supplier:

Company Name: ESRI Inc.

Contact Name: Barbara Walker

Address 380 New York Street

City: Redlands State: CA Zip Code: 92373

Phone Number: 909-793-2853 Ext 3936 Email Address: bwalker@esri.com

Website: www.esri.com

Is the recommended supplier the manufacturer? (•) Yes ( ) No

Does the manufacturer sell the item(s) through distributors? ( ) Yes (•) No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

ESRI, as owner and manufacturer, is the sole source provider of software maintenance. Please see attached letter.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

12/14/2016-12/13/2017

Estimated Cost: $44,106.85

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

☒ The required item or service is proprietary to the supplier

☐ The recommended supplier holds the patent on the requested item(s)

☐ The recommended supplier is the only supplier capable of performing the requested service

☐ A specific item is needed

☐ To be compatible or interchangeable with existing hardware

☐ As a spare or replacement hardware

☐ For the repair or modification of existing hardware

☐ For technical evaluation or testing

☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

☒ It is not possible to obtain competitive bids for consideration.

If so, why:

This is for technical support only ESRI can perform on their own software including upgrades.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

No

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 10/19/2016

Signature: Lisa Maraden

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

WILLIAMSON COUNTY
1848

Technology Services

November 2, 2016

From: Jay Schade, Sr Director
Williamson County Technology Services

To: Max Bricka
Purchasing Agent / Director
Williamson County Purchasing

Subject: Single / Sole Source Justification Letter

I recommend that we identify ESRI as the sole source provider of software maintenance (technical support plus ESRI software updates/upgrades) for ESRI products.

ESRI is the owner and manufacturer of ESRI products and they have certified that they are the only provider of software maintenance for their products.

Please let me know if you have any questions.

Thank you.

Jay Schade, Sr Director
Williamson County Technology Services

WILLIAMSON COUNTY
512.943.1460 Fax 512.943.1488
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626

WILLIAMSON COUNTY
1848

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared _____, who after being duly sworn on oath stated the following:
My name is Chris Johnson. My title is Manager, Commercial and Government Contracts.

I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Geographic Information System Software
I am the sole-source supplier of this item because: The items stated in Esri quote 25757669 Dated 10/20/2016 are products of Esri. ~~I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.~~

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 25th day of October, 2016.

[Signature]

Chris Johnson
Manager, Commercial & Government Contracts
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on _____, 20__, by _____.

[Printed Name]

Please see attached

[Signature] Notary Public

State of _____

My Commission expires on _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT **GOVERNMENT CODE § 8202**

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1 *Signature of Document Signer No. 2 (if any)*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 25 day of October, 2016,
Date *Month* *Year*
by
(1) Chris Johnson
(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

FERNANDO J. FRIAS
Notary Public - California
San Bernardino County
Commission # 2163109
My Comm. Expires Sep 16, 2020

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

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SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373
E-mail: jricks@esri.com

DATE: October 20, 2016

TO: Williamson County, Texas

FROM: Jackie Ricks, Esri Contract Coordinator/Contracts & Legal Department

RE: Esri Sole Source Justification for Geographic Information System Software

This letter confirms that Esri, as owner and manufacturer, is the sole-source provider of **software maintenance** (technical support plus Esri software updates/upgrades) for Esri products.

Esri is the sole-source provider of the following Esri products in the commercial, state, and local government marketplace:

- AppStudio for ArcGIS
- ArcGIS for Desktop & Extensions Subscription (Basic, Advanced, Standard)
- ArcGIS for Aviation Bundle
- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Maritime Bundle
- ArcGIS for Server and extensions
- ArcGIS Online (excluding data owned by 3rd party providers)
- ArcGIS Runtime and Extensions
- Drone2Map for ArcGIS
- Esri Business Analyst Online
- Esri Business Analyst Server
- Esri Community Analyst
- Esri Defense Mapping Bundle
- Esri Developer Network (EDN) subscriptions
- Esri MapStudio
- Esri Maps Products
- Esri Roads and Highways
- Esri Services Packages
- Navigator for ArcGIS
- Portal & Hosted Portal for ArcGIS
- Training Courses

In an effort to support diversity in federal contracting, Esri has authorized certain businesses (see GSA Advantage! for details) as resellers of perpetual licenses for the following Esri products to eligible entities purchasing under a GSA Schedule. Esri GSA resellers cannot sell Esri software to state or local entities:

- ArcGIS for Desktop Advanced
- ArcGIS for Desktop Standard
- ArcGIS for Server and extensions
- Esri Business Analyst Server

Esri distributes certain software licenses, ***excluding those listed above***, through open-market value-added resellers and distributors. If you have further questions, please contact me at 909-793-2853, extension 1-1990.

J. Ricks
Jackie Ricks

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 10/20/2016
To: Tammy McCulley
Organization: County of Williamson
Information Technology Dept
Fax #: 512-943-1488 **Phone #:** 512-943-1489

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted (including this cover sheet): 6

Quotation #25757669
Document Date: 09/14/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

esri®
380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2016 **Quotation Number:** 25757669

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

County of Williamson
Information Technology Dept
301 SE Innerloop Ste 105
Georgetown TX 78626
Attn: Tammy McCulley

Customer Number: 337154
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	3,000.00	3,000.00
1010	2	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	1,200.00	2,400.00
2010	5	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	1,200.00	6,000.00
3010	1	86497 ArcGIS Desktop Standard Concurrent Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	1,500.00	1,500.00
4010	3	86500	1,200.00	3,600.00

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Barbara Walker **Ext:** 3936

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2016 **Quotation Number:** 25757669

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Desktop Standard Concurrent Use Secondary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017		
5010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	700.00	700.00
6010	1	87232 ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	500.00	500.00
7010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	500.00	500.00
8010	1	92774 ArcGIS Tracking Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	500.00	500.00
9010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	400.00	800.00
10010	13	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	300.00	3,900.00
11010	1	98134 ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	500.00	500.00
12010	1	100571 ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	500.00	500.00
13010	1	100572	200.00	200.00

esri
380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2016 **Quotation Number:** 25757669

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Network Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 12/14/2016 End Date: 12/13/2017		
15010	1	108562 Esri Developer Network (EDN) Standard Term License Start Date: 12/14/2016 End Date: 12/13/2017	1,500.00	1,500.00
16010	3	109216 ArcGIS for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	5,000.00	15,000.00
17010	1	109284 ArcGIS Network Analyst for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 10/01/2017 End Date: 12/13/2017	506.85	506.85
18010	1	134779 ArcGIS GeoEvent Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 12/14/2016 End Date: 12/13/2017	2,500.00	2,500.00

Item Subtotal		44,106.85
Estimated Tax		0.00
Total	**$**	**44,106.85**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2016 **Quotation Number:** 25757669

Item	Qty	Material#		Unit Price	Extended Price
			The following items are optional items listed for your convenience. These items are not included in the totals of this quotation.		
1		99818	Optional Developer Support for Esri Developer Network (EDN) Subscribers Pack Quantity 10 Incidents	2,000.00	2,000.00

[CSBATCHDOM]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28533936
Fax #: 909-307-3083

Quotation

Date: 09/14/2016 **Quotation No:** 25757669 **Customer No:** 337154

Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of $_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

[CSBATCHDOM]

Commissioners Court - Regular Session **60.**

Meeting Date: 11/29/2016

Aristatek Sole Source

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on exempting Aristatek, Inc. from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of PEAC-WMD hazmat software and maintenance, and approving agreement between Williamson County and Aristatek, Inc.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sole Source Package

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 02:17 PM
Form Started By: Thomas Skiles		Started On: 11/21/2016 10:37 AM
Final Approval Date: 11/21/2016		

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

11/21/16

Williamson County Commissioners Court

Re: Sole Source recommendation for AristaTek, Inc: PEAC-WMD hazmat software

Dear County Judge and Commissioners,

Recently our county Emergency Management department made a request for qualifying the **sole source purchase of PEAC-WMD hazmat software and maintenance from AristaTek, Inc. These items are supplied only by AristaTek, Inc. who is the owner, manufacturer, and the only provider of software maintenance and support.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring any additional analysis or consideration.
- A signed Sole Source Justification Request from Jarred Thomas, Director of Emergency Mgt.
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Jarred Thomas, Director of Emergency Mgt.
- A price quote of requested items / services

The term of this Sole Source exemption will be effective for 36 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BidSync Periscope

WILLIAMSON COUNTY TEXAS

Bid #SOS-1701 - Intent To Deem Aristatek As The Sole Source For PEAC-WMD Software

Time Left	**closed**	**# of offers**	**0**
Bid Started	**Nov 4, 2016 8:58:33 AM CDT**	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Nov 18, 2016 3:00:00 PM CST	**# of suppliers viewed**	**11** (View)
Agency Information	**Williamson County, Texas, TX** (view agency's bids)	**Q & A**	Questions & Answers
Department	Emergency Management (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations **Williamson County, Texas** No Location Specified **Qty** 1 **Expected Expenditure** n/a		
View Rules	Click here to change the rules for this bid.		
Bid Packet	Packet for Bid SOS-1701 [download]		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Description

Bid Number	SOS-1701
Title	Please Attach Any Supporting Documents To This Line
Contract Duration	3 years
Budgeted Amount	$0.00 (change)
Bid Comments	Williamson County, Texas intends to award a sole-source contract with Aristatek for the following item(s): PEAC-WMD Software **THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow. If no affirmative responses are received by November 18, 2016 at 3:00 p.m. showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.
Description	Please Attach Any Supporting Documents To This Line

Williamson County Purchasing Department
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Jarred Thomas / Office of Emergency Management

Requestor Title: Director Requestor Phone Number: 512-864-8269

Requested Sole Source Supplier:

Company Name: ARISTATEK

Contact Name: Matthew Stewart

Address 710 Garfield Ste. 220

City: Laramie State: WY Zip Code: 82070

Phone Number: 307-721-2126 Email Address: matts@aristatek.com

Website: www.aristatek.com

Is the recommended supplier the manufacturer? ◉ Yes ○ No

Does the manufacturer sell the item(s) through distributors? ○ Yes ◉ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

AristaTek, Inc will be providing their PEAC-WMD hazmat software and will integrate the Williamson County Tier II information into the software. The software itself performs many functions in one place, not found in any other single software platform. This includes, but is not limited to, what you will find outlined on the attached document. The software is intended to allow our safety stakeholders throughout the county to respond appropriately to hazardous materials events as well as develop plans and awareness of dangers posed by the hundreds of Tier II chemical facilities storing dangerous substances throughout Williamson County. Any support issues that arise in the future are handled in house by AristaTek with their dedicated IT staff. The company also provides all customers monthly hazmat training online that cannot be found anywhere else. As the head of the Williamson County Hazmat Team, a purchase through Williamson County Emergency Management will ensure consistent use among all those who make up our response team.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

These items need to be purchased prior to Dec. 31, 2016 and preferably by the second week of December to allow for invoicing and payment. This is a grant purchase with a hard deadline of the end of December.

Estimated Cost: $17,000

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

☒ The required item or service is proprietary to the supplier

☒ The recommended supplier holds the patent on the requested item(s)

☒ The recommended supplier is the only supplier capable of performing the requested service

☒ A specific item is needed

☒ To be compatible or interchangeable with existing hardware

☐ As a spare or replacement hardware

☐ For the repair or modification of existing hardware

☒ For technical evaluation or testing

☒ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

In talking with the manufacturer, we have learned that no other entity can provide the software with our Tier II chemical information. There are no software programs available that do all of what PEAC can do from a planning and response perspective, especially with the amount of detail the company can provide on our Tier II chemical facilities.

☒ There is a substantial risk in selecting another product or service provider.

If so, please describe:

As stated, there is no other service provided for the package we need. A different general fire response software program would not provide anywhere close to the level of detail on hazmat events and risks in our specific communities. PEAC is specifically a hazmat tool. To take full advantage of what our hazmat team and members are capable of, we need this software to allow them to respond most effectively and to be as informed and aware of the chemical hazards they may face throughout any location they respond to in the county.

☒ It is not possible to obtain competitive bids for consideration.

If so, why:

AristaTek, Inc is the sole provider of the package we are requesting and no other company offers a similar product that can be tailored to Williamson County or encompass all the hazmat information we seek.

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: October 24, 2017

Signature: Jarred R. Thomas

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.

AristaTek, Inc. Quote

Quote Date: 11/2/2016
Quote Number: F416-650F

Voice: 877-912-2200
Fax 307-755-5862

Customer Information
Customer Name: Williamson County Emergency Management
Address: 303 MLK Street
Address:
City, State, and Zip: Georgetown, TX 78626
Phone: 512.864.8269
Attention: Jarred Thomas

AristaTek, Inc.
710 Garfield St, Suite 220
Laramie, WY 82070

Product Code	Description	Unit Price	Qty	Amount
PEAC-WMD WIN V6	PEAC-WMD v6 Software Application and Database for Windows with software upgrades, and technical support. (one license per installed computer/seat required.) Package includes 12 copies of PEAC-WMD and upgrades and technical support for these and all other Wilco licenses through August 31st, 2018.	$ 1,388.75	12	$16,665.00
TECH-SUP WIN 1	Tech-Sup Win 1 - PEAC-WMD Windows one (1) additional year after initial years of technical support and software upgrades. Cost is per license. (Shown to relfect optional renewal cost per license in future years.)	$ 350.00	0	$0.00
	Subtotal			$ 16,665.00
	Other:			$ -
	Shipping and handling			
	TOTAL AMOUNT			$ 16,665.00

Quote Provided by: Matthew Stewart

Matthew Stewart
Total Amount Expressed in US Dollars
This quote is valid for 30 days unless otherwise stated.
Orders must be accompanied by either:
1. A check for full amount, or
2. A duly authorized company Purchase Order (PO), or
3. A valid charge card information (MasterCard, Visa, AmEx - including card number, expiration date, and name on card).

All sales are governed by AristaTek's Licensing Agreement, and all products are subject to AristaTek's Limited Warranty. The License Agreement and Limited Warranty are found on our web site at www.aristatek.com.
Customer agrees to pay interest at the rate of 18 per cent per annum on all amounts not paid in 30 days after the Invoice Date until paid in full. In the event AristaTek finds it necessary to employ the services of an attorney to collect sums due hereunder, purchaser agrees to pay all costs of collection including reasonable attorney's fees.
Provisions in customer's Purchase Orders contrary to these conditions are not binding upon us unless accepted by us in writing.

AristaTek, Inc. Certificates and Representations:

Dunn & Bradstreet No: 069288798 EIN: 83-0325339 CAGE Code: 1LBM8

AristaTek is a Certified HUBZone Small Business Concern

AristaTek, Inc.
710 Garfield, Suite 220
Laramie, WY 82070-3912
Toll: 307-721-2126
Toll free: 877-912-2200
FAX: 307-755-5862
www.aristatek.com

PEAC®
ARISTATEK

AristaTek is a Certified HUBZone Small Business Concern

AristaTek, Inc. Certificates and Representations

Dunn & Bradstreet No: 069288798 EIN: 83-0325339 CAGE Code: 1LBM8

©2012 updated 6-27-12

Technical Specifications for the PEAC-WMD™(v6) software application:

The software application shall have the following self-contained capabilities that are not dependent on external support systems:

1. Provides a comprehensive database of TICs/TIMs (toxic industrial chemicals & toxic industrial materials), CWAs (chemical warfare agents), and CWA precursors that include chemical properties (e.g., flash point, auto ignition temperature, melting point, boiling point, vapor density, vapor pressure, molecular weight, chemical formula), NFPA 704 Hazard Classification rating indicator, synonyms, symptoms of exposure, Emergency Response Guide numbers and procedures from the US DOT, Transport Canada and Secretariat of Transport and Communications, and published toxicity values.
2. Provides an advanced search tool for finding a substance in the comprehensive database by using a partial segment of the name, UN#, or CAS#.
3. Provides recommended respirators types for different concentration levels of individual chemicals within the database.
4. Provides chemical protective clothing (CPC) manufacturer's tested breakthrough times (ASTM Method F-739) for specific products for a specific chemical.
5. Provides third party stand-alone and searchable databases including the USCG CHRIS Manual, US DOT Emergency Response Guidebook, NIOSH Pocket Guide, and the CDC Medical Management Guidelines.
6. Provides embedded browser for direct access to Internet search for chemical names or CAS# to supplement internal databases content.
7. Provides assessment of potential chemical reactions when there is a possibility of multiple chemicals coming into contact.
8. Provides access to a database of Advanced Life Support and Basic Life Support (ALS/BLS) Protocols developed for personnel exposed to hazardous chemicals.
9. Provides access to extensive database of biological agents (diseases and toxins) that includes natural hosts, symptoms of exposure, incubation period, treatment, and fatality rate for non-treatment.
10. Provides access to an integrated database of radioactive isotopes to include half-lives; alpha, beta and gamma energies; daughter isotopes; inhalation and ingestion exposure limits; symptoms of exposure based on dose; and the algorithms to compute the travel distance of beta particles in different mediums.
11. Provides access to an integrated database of pesticides with chemical properties, shipping class, typical formulations, water solubility, and brand names listing.
12. Provides access to technical consensus database of chemicals and substances typically used in clandestine Methamphetamine laboratories.
13. Provides toxic and flammable vapors plume-modeling software integrated to the internal TIC and CWA databases. Provides patented computations of a Protective Action Distance or exclusion zone when the material involved can create a vapor cloud. Input of local atmospheric conditions (to include wind speed, temperature, cloud cover) plus surface roughness, container dimensions, and description of source develops an exclusion zone after assessing atmospheric stability, evaporation rates for liquid pools, flow rates through orifices, plus dense-gas and neutrally

buoyant vapor cloud behaviors. Interface to an external portable meteorological monitoring station (also referred to as a SAM – *Station for Atmospheric Measurement*) is provided to allow automatic integration for sensor readings to populate meteorological inputs.

14. Provides later recall of previous described Protective Action Distance or exclusion zone computations for post incident report generation as an automatic integrated data collection and information gathering process requiring no operator intervention during the incident.
15. Provides ability to create, save, edit and manipulate an unlimited number of "working entries" that document hazardous materials related to a specific site or involved in an incident. Also displays a "threat matrix" of any set of working entries to provide a rapid assessment of the individual components.
16. Provides timestamp and record of all actions taken by the user for later recall to assess procedures performed and sequence of actions as part of the automatic integrated data collection and information gathering process requiring no operator intervention during the incident. Additional record collection shall also be available to be instigated by user such that all actions are redundantly collected into an identifiable folder that can be associated with a specific incident for easier retrieval and after action review.
17. Provides access to complete US DOD Military Chemical Exposure Guidelines for TICs and CWAs.
18. Provides access to extensive database of explosives and their TNT equivalence plus provides access to the Vehicle Bomb Tables as published by the US ATF. Tightly integrated with the explosives database is the Explosion Calculator that provides pre-blast prediction of appropriate standoff distances for explosives or IEDs (improvised explosive devices). Computes standoff distances for over pressurization based on user selected threshold value, plus distances for hazard fragments.
19. Provides access to an IED "cheat sheet" of different sized IEDs or VBIEDs in a tabular format that displays recommended safe standoff distances from blast effects and hazardous fragmentation with a one step direct mapping capability.
20. Provides computation of appropriate standoff distances from unconfined vapor cloud explosion based on predicted radiant heat and over pressurization Levels of Concern correlated with damage thresholds.
21. Provides computation of an estimated maximum radiological dose for personnel entering radioactive fallout contaminated zone for a specified amount of time after detonation of a fission device.
22. Provides computation of distances from "ground zero" to a user specified Level of Concern for overpressure, radiant heat injury and radiation dose after denotation of a nuclear device of a specified or estimated yield.
23. Provides computation of the estimated gamma radiation dose based on the identified isotope and source size with user providing distance from source and time of exposure to the isotope source.
24. Provides computation of safe standoff distance from a liquid pool fire for user specified Level of Concern related to different types of heat injuries to personnel with unprotected skin. Also provide an estimated duration of the pool fire if no offensive fire suppression action is taken.
25. All computational tools that generate an exclusion zone or appropriate safe standoff distance shall also generate an ESRI compatible shapefile that can be uploaded to an appropriate GIS or mapping software application allowing the display of the corresponding polygon that graphically represents the computed exclusion zone or safe standoff distance.
26. Provides interface with standard GPS devices on PCs and access their output programmatically.
27. Provides a seamless integrated street mapping tool with installed maps to display a generated ESRI compatible shapefile for locations in the USA fifty states and territories.
28. Provides a seamless interface to the Google Earth™ mapping resource that allows display of a generated ESRI compatible shapefile for any location worldwide.
29. Provides a geo-code utility based on street address as an optional method to locate the geographical location of an incident.
30. Provides an integrated Forms tool to allow access to pdf templates of NIMS (National Incident Management System) standard forms and other template forms that can be populated with required information, saved, modified, recalled, printed, or emailed to a user specified recipient. Forms auto-populate common field names found in the ICS NIMS Forms to simplify data entry.

Provides for auto-populating of certain ICS Forms: (a) the ICS 208 Form to include chemical properties from substances the user has selected for the application's Working Entries List and (b) the insertion of a Results Report map into either the ICS From 201 or Form 208.

31. Provides a Tear Off Topic feature that allows user to retain on the desktop different window displays of pertinent information while continuing to review other information displays.
32. Provides automatic creation of the DHS CAP 1.0 (Common Alerting Protocol) XML formatted text file that can be emailed to a user specified recipient based on the results for each integrated computational tool.
33. Provides access to National Weather Service hourly forecast information in graphical or tabular formats for the current location if Internet connectivity is available.
34. Provides access to an interactive and stand-alone glossary of HAZMAT and WMD terms.
35. Provides facilities for a user to import user-defined data that can be associated with only a specific substance or available globally.
36. Provides search capability of the descriptive or symptom fields within the database for user specified terms or words and display matching entries.
37. Provides analysis of subjective symptoms of a mass casualty incident and indicate the likely class of agent used to create the mass casualties.
38. Provides an automatic logging capability to capture all actions performed using the application plus allow user generated notes to be created such that all records are time stamped and available as a formatted report for after-action-reviews or to develop post incident reports.
39. Provides print capabilities to local printer for all data and computational results reports.
40. Provides email facilities for all data and computational results reports.
41. Compatible with any laptop, desktop or Tablet PC running Windows XP/Vista/Windows 7.
42. Application shall have been a COTS product used by both military and civilian responders for over thirteen (13) years.



Background and History of the PEAC-WMD™ application

The first version of the PEAC® system was developed in 1996 at the University of Wyoming Research Corporation (UWRC) and offered on the Apple Newton MessagePad handheld computer. UWRC conducted research under federal contracts authorized in 1986 under the Superfund and Reauthorization Act (SARA) and in 1990 under the Clean Air Act Amendments (CAAA) to develop databases and expand technology to respond to hazardous chemical spills in transportation, storage, and industrial facilities. Industry, DOE, EPA and DoD participated in the research leading to the databases that were used in development of the patented PEAC system.

DOE testing facilities were available for one-of-a-kind field-testing not available to the general public. Because of Technology Transfer funded by the federal government the Nation is benefiting from the PEAC technology. The PEAC system has a patented dispersion model and one-of-a-kind features developed from actual chemical spills field experiments. The founders of AristaTek who were former employees of UWRC own the patent (US patent # 5,724,255, filed 8/27/96 and issued 3/3/98), the PEAC technology, and are the sole source and manufacturer of the PEAC system. The PEAC product has been a commercial-off-the-shelf (COTS) product since 1996, and is currently used by both civilian and military emergency First Responders:

- All National Guard's CSTs (Civil Support Teams)
- All USAF base Fire & Emergency Services
- All 50 states by First Responders, state, local law enforcement, and industry.
- Active DoD units deployed in Iraq, Afghanistan, Kuwait, and Korea with US military.
- Many of the HAZMAT/WMD training facilities in the USA including: CSTI (California Specialized Training Institute), DOD Fire and Emergency Services' Louis F. Garland Fire Academy located at Goodfellow AFB, US Army's Incident Response Training Department (IRTD) Fort Leonard Wood MO, Michigan State Police, Midwest Training Consortium and the Center for National Response.
- Used at ground zero WTC on 9/11/01 and the 2004 summer Olympics.
- The chemical warfare data and dispersion modeling have been evaluated by SBCCOM's ECBC (Edgewood Chemical Biological Center) as part of a project funded by TSWG (Technical Support Working Group) in 1999.

PEAC-WMD™ (v6) Capabilities

The tool has 100,000+ hazardous materials including toxic industrial chemicals (TICs), chemical warfare agents and precursors, biological agents, radiological isotopes, and explosives for persons responding to hazardous materials releases or terrorist events involving weapons of mass destruction (WMD). The emergency response tool provides information from databases that include:

- Chemical/physical properties
- Synonyms
- DOT Emergency Response Guidelines
- USCG CHRIS Manual
- NIOSH Pocket Guide
- ASTDR Medical Management Guidelines
- NIMS Forms with auto-populating services
- ALS/BLS Protocols for hazmat exposure
- DoD's Military Chemical Exposure Guidelines
- PPE recommendations (Respirators & CPC)
- EPA Acute Exposure Guideline Levels
- EPA Chemical Reactivity Worksheet
- DoD's NBC Indicator Matrix (identify class of agent by mass casualties symptoms)
- ATF Vehicle Bomb Table
- DHS's CAP XML file generation
- Email capabilities for all reports
- IED Table with standoff distances and a one step direct mapping interface

Integrated computational tools include:

- Plume model
- Explosion Calculator
- Fireball Calculator for unconfined vapor cloud explosions
- Gamma Dose Calculator
- Fallout Dose Calculator
- Nuclear Detonation Calculator
- Pool Fire Calculator
- Seamless integrated street mapping tool and interface to Google Earth™
- Incident Manager, which supports after-action-reviews of an incident by recording all activities initiated within the PEAC app and user generated notes that are time stamped and available as a report

The PEAC-WMD for Windows software will run on a desktop, laptop, or Tablet PC running the following operating systems - Windows XP/Vista/Windows 7.

©2012

ARISTATEK

Mr. Jarred Thomas
Williamson County
911 Tracy Chambers Lane
Georgetown, TX 78626
10/28/2016

RE: Sole Source Vendor of PEAC-WMD Software

Dear Mr. Thomas,

This letter is in reference to the PEAC-WMD Software program. The quoted configuration outlined in Quote Number 4EA9-8B13 can only be purchased directly from AristaTek, the manufacturer. Any support required on the software such as moving it to new computers, reinstalling if accidentally removed, etc, is also performed in house and not outsourced to a third party. All complimentary training offered to our customers is also performed in house.

As discussed, no other software program offers the collection of hazmat information needed by the Williamson County Hazmat Team. The collection of hazmat resources paired with incident management functions cannot be found in one other program, or even a combination of multiple programs.

No other program offers the analysis of Tier II information we provide and awareness our software creates by comparing individual chemical risks at a facility to one another, showing all chemical reactions, and perhaps just as important, the ability to compare your in house chemical protective clothing (CPC) to the inventory at each facility to determine if your CPC inventory will allow you to respond to a facility, regardless of what is taking place.

As discussed, there are multiple facets of the PEAC-WMD software that cannot be found anywhere else (let alone in one program) including but not limited to the patent we have on our plume model, proprietary chemical information developed by our in house PHD chemist, Tier II awareness tables, modeling tools beyond plumes (radiation, explosives, fireballs, pool fires, etc.), integration of your own SAM weather stations and PIDs, auto-populating ICS forms with chemical information, etc.

Should you need any additional information or additional references, please contact me by phone at 307-721-2126 ext. 813 or by e-mail at matts@aristatek.com.

Sincerely,

Matthew Stewart

Matthew Stewart
AristaTek, Inc.

710 GARFIELD ST. SUITE 220, LARAMIE, WY 82070-3912 • PHONE: (307) 721-2126 • (877) 912-2200 • FAX: (307) 755-5862

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared S. Bruce King, who after being duly sworn on oath stated the following:

My name is S. Bruce King. My title is AristaTek Inc /CEO.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: PEAC-WMD software w/Williamson County integrated Tier II information.
I am the sole-source supplier of this item because: No other vendor or software mfr offers this configuration and customization we can perform. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 28th day of October, 2016.

S. Bruce King
[Signature]

S. Bruce King /CEO
[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on October 28, 2016, by S. Bruce King.
[Printed Name]

Clarice Luck
[Signature] Notary Public

CLARICE LUCK NOTARY PUBLIC
COUNTY OF ALBANY STATE OF WYOMING
MY COMMISSION EXPIRES 5/3/17

State of Wyoming
My Commission expires on 5/3/17

November 2, 2016

To: Williamson County Purchasing Department

Re: Sole Source Recommendation

To whom it may concern:

Williamson County boast about increased levels of preparedness and response to incidents involving the unplanned and/or uncontrolled release of hazardous materials. Primary components to any such incident is that of research and planning the potential impacts to the areas surrounding the incident site. The PEAC-WMD software serves a comprehensive solution for response to hazardous chemical incidents. I recommend Aristatek, as a Sole Source provider, for their PEAC-WMD Software for hazardous materials response for the reasons outlined below.

1. They have a patent on their plume and studies have been done showing how it differs from MARPLOT and how they take proper variables into account for night time modeling that other programs don't. This is all based off their own field studies with different government agencies for various legislation in the past. - US patent # 5,724,255, filed 8/27/96 and issued 3/3/98
2. They have proprietary information in PEAC for technical reference in terms of responder guidelines for fire, EMS, and law enforcement. They also create their own in house substance sheet for each entry, whether it be an isotope, chemical, bio agent, etc, making them the only company that can provide proprietary information on chemicals, regardless of their inclusion in standard reference guides.
3. They are the only software in the marketplace that builds tables for end users outlining the specific dangers at each Tier II facility. These include plume risks, fire, water reactive substances, etc.
4. They are the only software that allows you to model plumes, fireballs, explosives, pool fires, and radiation in one program. They are also the only program I know if that seamlessly allows users to model on the specific inventory of their facilities once they are within the facility submittal itself.
5. They are the only software program that integrates with each of the following: SAM weather stations, CPC breakthrough times, PID and LEL calculations, and multiple mapping systems including ESRI based and reverse 911.
6. They are the only program that can search for unknown substances in one tool based on a combination of information such as part of a CAS # along with a chemical description and symptoms.
7. Using PEAC is the only software that also entitles all users to the technical papers they do for people like the State Fire Marshal, crude oil shipments, propane use, etc.

OFFICE OF EMERGENCY MANAGEMENT
911 Tracy Chambers Lane •GEORGETOWN, TX 78626
(512) 943-1911 • FAX (512) 864-8227

8. They are the only software that auto-populates ICS information including physical and chemical properties. They are also the only program that can automate our local Williamson County forms as well.
9. They are the only hazmat software system that allows 100% of information generated to be shared with non PEAC users without them needing the program installed on their own device. They are also the only one that can automatically save, archive, and store everything you create and view.
10. They are the only software that allows unlimited reference guides to be viewed simultaneously to accommodate our standard protocol of multiple reference checks during a hazmat event.

Sincerely,

Jarred Thomas, Director

OFFICE OF EMERGENCY MANAGEMENT
911 Tracy Chambers Lane •GEORGETOWN, TX 78626
(512) 943-1911 • FAX (512) 864-8227

Commissioners Court - Regular Session **61.**

Meeting Date: 11/29/2016

CMAR Animal Shelter Expansion Project RFP 1610-115

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 to authorize the Purchasing Agent to advertise to selected Contractors and receive proposals for the Construction Manager at Risk for the Animal Shelter Expansion Project under RFP 1610-115.

Background

This is part of step two of the RFQ 1610-114 . RFP 1610-115 will provide for the qualified respondent(s) to submit pricing and delivery terms. The finalist were evaluated and the most qualified were selected to participate in the RFP by the evaluation committee.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFP 1610-115 Bid Packet- CMAR Animal Shelter Project

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/21/2016 01:34 PM
Purchasing (Originator)	Teri Jeffries	11/22/2016 10:40 AM
Purchasing (Originator)	Teri Jeffries	11/22/2016 11:32 AM
Form Started By: Teri Jeffries		Started On: 11/21/2016 11:02 AM
Final Approval Date: 11/22/2016		

Solicitation 1610-115

Step 2 of RFQ1610-114 - CMAR for Animal Shelter Expansion Project

Bid Designation: Private

Williamson County, Texas

Bid 1610-115
Step 2 of RFQ1610-114 - CMAR for Animal Shelter Expansion Project

Bid Number	**1610-115**
Bid Title	**Step 2 of RFQ1610-114 - CMAR for Animal Shelter Expansion Project**
Bid Start Date	**In Held**
Bid End Date	**Dec 5, 2016 12:00:00 PM CST**
Question & Answer End Date	**Dec 2, 2016 12:00:00 PM CST**
Bid Contact	**Teri Jeffries** **Senior Purchasing Specialist** **512-943-1553** **Teri.jeffries@wilco.org**
Bid Contact	**Kerstin N Hancock** **512-943-1546** **khancock@wilco.org**
Contract Duration	**3 years**
Contract Renewal	**Not Applicable**
Prices Good for	**90 days**
Bid Comments	**Please add all documents to the line item.**

Item Response Form

Item	**1610-115--01-01 - Please attach all required proposal documents to this line item**
Quantity	**1 each**
Percentage	
Delivery Location	**Williamson County, Texas** No Location Specified **Qty** 1

Description
Please attach all required documents to this line item.

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICIATION 1610-115

Step 2 of RFQ1610-114 - CMAR for Animal Shelter Expansion Project

PROPOSALS MUST BE RECEIVED ON OR BEFORE:
Dec 5, 2016 12:00:00 PM CST

PROPOSAL WILL BE PUBLICLY OPENED:
Dec 5, 2016 12:00:00 PM CST

Notice is hereby given that sealed Proposals 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 proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Proposal.

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

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

Respondents are strongly encouraged to carefully read this entire RFP.

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

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 Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.

General Information:

- If mailed or delivered in person, Proposal and Proposal 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 RFP, to:

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

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent 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 Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents and pricing will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Respondent's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the RFP will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

RFP 1610-115
Regional Animal Shelter Expansion Project

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REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER-AT-RISK
WILLIAMSON COUNTY
REGIONAL ANIMAL SHELTER FACILITIES EXPANSION PROJECT

SECTION 1-GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION: Williamson County ("Owner") is soliciting proposals ("Proposals") for selection of a Construction Manager at Risk firm for the Williamson County - Regional Animal Shelter ("Project"), in accordance with the terms, conditions, and requirements set forth in the previously issued Request for Qualifications ("RFQ") and as set out in this Request for Proposals.

1.1.1 This Request for Proposals ("RFP") is the first phase of the second step in the process for selecting a Construction Manager at Risk firm for the Project. The Owner is soliciting RFP's from five (5) or fewer of the most qualified Respondents to the previous RFQ. The RFP provides the information necessary to prepare and submit Proposals including fee proposals and general conditions prices. The Owner will incorporate the information contained in the Proposals with the interview evaluation scores to determine the "preliminary best value" for the Owner.

1.1.2 Interviews are the second phase of the second step in the process for selecting a construction Manager at Risk for the Project. The "most" qualified Respondents will be requested to attend an interview with the Owner to confirm their Proposal, present their qualifications and answer additional questions. The Owner will evaluate the responses to the RFP and the interviews based on the following criteria in order to identify the firm providing the "best value":

1. Price. Points awarded for price shall be calculated as follows: Points = [(lowest total price proposed by any Respondent) X 15] divided by the total price proposed by the respondent being evaluated. In accordance with such method of calculation, the respondent that proposes the lowest price will receive 15 total points for price and the remaining respondents will receive points based upon the price differential between the respondent's price and the lowest price proposed (15 points maximum).
2. (Interview) Respondent's CMAR experience with similar project and size (15 points maximum)
3. Project Manager experience (15 points maximum)
4. Project Superintendent experience (15 points maximum)
5. Post Construction / Warranty Assurance (15 points maximum)
6. Staff's availability to work County's project (on County's requested timeline with other current/potential County projects and considering prior/current commitments to respondent's other customers) (15 points maximum)
7. Past performance with Williamson County (15 points maximum)

The total maximum points for the second step shall therefore be 105.

1.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act *(Texas Government Code,* Chapter 552.001, *et seq.)*

after the solicitation is completed.

1.2.1 The County strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

1.3 TYPE OF CONTRACT: The successful or selected Respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after the contract is awarded by the Williamson County Commissioners Court. Said contract shall be in the same form as the Agreement Between Owner and Construction Manager-At-Risk (sometimes referred to herein as the "ensuing agreement", "resulting Contract", "contract/agreement" or the "Contract"), which was previously referenced in the RFQ and which remains posted on the Williamson County Bidsync portal at the following link:http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx. The only anticipated changes to the Agreement Between Owner and Construction Manager-At-Risk will be to include additional exhibits, to fill in blanks to identify the successful Respondent, and add terms relating to the compensation, or to revise the Agreement Between Owner and Construction Manager-At-Risk to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Because the signed Agreement Between Owner and Construction Manager-At-Risk will be substantively and substantially derived from the Agreement Between Owner and Construction Manager-At-Risk that was referenced in the previously issued RFQ, all Respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained therein, as well as terms, conditions or provision contained in the Uniform General Conditions for Williamson County, as previously referenced in the RFQ, *before* submitting a Proposal. Again, the Agreement Between Owner and Construction Manager-At- Risk and the Uniform General Conditions for Williamson County can both be found on the Williamson County Bidsync portal at the following link:http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx. Said documents contain important legal provisions and are considered part and parcel of this RFP. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the Respondent, forfeiture of such Respondent's bid security, if applicable, and force the selection of another Respondent.

1.4 CLARIFICATIONS AND INTERPRETATIONS: Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and will be posted on the Williamson County BidSync portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaBid/tabid/5212/language/en-US/Default.aspx

All such addenda issued by the County prior to the time that Proposals are received shall be considered part of the RFP, and he Respondent shall be required to consider such addenda in its submittal.

Only those inquiries made by formal written addenda to which the County replies shall be binding. Oral and other interpretations or clarification will be without legal effect. It is the Respondent's responsibility to check with the Williamson County Purchasing Department prior to submitting its Proposal to ensure that Respondent has a complete, up-to-date package. The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information. Any addenda and/or

other information relevant to the RFP will be posted on the Williamson County BidSync portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaBid/tabid/5212/language/en-US/Default.aspx

1.5 SUBMISSION OF PROPOSALS: See Section 4.1 of this RFP.

1.6 POINT-OF-CONTACT: The County specifically requests that Respondents restrict all contact regarding this RFP to the following individual:

Williamson County Purchasing Department
Attn: Teri Jeffries,
Senior Purchasing Specialist
901 S. Austin Ave.
Georgetown, TX 78626
teri.jeffries@wilco.org

Question submittals must be entered into Bidsync, and are due on or before

12: 00 PM CST on Friday, December 2, 2016.

1.7 EVALUATION OF PROPOSAL: The evaluation of the Proposals shall be based on the Respondent's actual Construction Phase Fee, and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner as described in Section 1.1.2.

1.8 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and/or all Proposals and re-solicit for new Qualifications, or to reject any and/or all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the Owner.

1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

SECTION 2 - SCHEDULE

The proposed project schedule is as follows:

- Notice to proceed is anticipated to be issued in January 2017 for preconstruction phase.
- Construction phase is anticipated to begin July of 2017.
- The Project is to be completed by the end of 2018.

SECTION 3 - REQUIREMENTS FOR PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a signed and completed Pricing and Delivery Proposal. Incomplete submittals will be considered non-responsive. There are no HUB requirements at this time.

3.1 CRITERIA ONE: RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Complete, sign and submit the attached "Pricing and Delivery Proposal Form" on or before the submittal response deadline.

Pricing and Delivery Proposal Form

Proposal of:

_____

(Company Name)

Williamson County Purchasing Department
Attn: Teri Jeffries,
Senior Purchasing Specialist
901 S. Austin Ave.
Georgetown, TX 78626

Project Name: **WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER EXPANSION**

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the Agreement Between Owner and Construction Manager-At-Risk, which remains posted on the Williamson County Bidsync portal at the following link:http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx, and any attachments to them, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

3.1.2 PRELIMINARY BUDGET:

The County has established a preliminary construction budget of EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000.00).

3.1.3 PRE-CONSTRUCTION FEE:

The Respondent shall identify a proposed Pre-Construction Phase Fee for performing the pre-construction phase services set out in the Agreement between Owner and Construction Manager-at-Risk. Note that the Pre-Construction Phase Fee shall not be less than $20,000. If a lower amount is written in the space below, a value of $20,000 shall be used in the calculation of the total.

Respondent's Proposed Pre-Construction Phase Fee: **$**_____

3.1.4 THE GUARANTEED MAXIMUM PRICE (GMP): For Proposal purposes, Respondent shall use the Preliminary Budget amount shown above as the Anticipated Guaranteed Maximum Price (GMP).

3.1.5 RESPONDENT'S CONSTRUCTION MANAGER'S FEE: Using the Anticipated GMP identified above, the Respondent shall identify a Construction Manager's Fee percentage and amount:

Respondent's Proposed Construction Manager's Fee Percentage **%**_____

(included in the Anticipated GMP) *(equals)*

Respondent's Estimated Construction Manager's Fee Amount *(percentage times the Anticipated GMP above)* **$**_____

3.1.6 TOTAL AMOUNT OF PREMIUMS CHARGED FOR REQUIRED INSURANCE: Respondent shall set forth the total amount of the premiums that Respondent will charge to County for the portion of insurance required by the Contract Documents (See required insurance coverage types and limits set forth under RFQ# 1610-114 - Section 4.4.1 – Insurance):

$_____

3.1.7 PRICE = TOTAL SUM OF PRE-CONSTRUCTION PHASE FEE; CONSTRUCTION MANAGER'S FEE; PLUS TOTAL PREMIUMS CHARGED FOR REQUIRED INSURANCE:

$_____

3.1.8 ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6_____

3.1.9 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The Respondent that has been identified by the Owner as the Respondent with the "best value" Proposal shall be able to commence services within five days of complete execution of the Agreement Between Owner and Construction Manager-At-Risk and shall begin services on the date stated by the Owner in a Notice to Proceed. The County reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

3.1.10 Respectfully Submitted and Certified By:

_____
(Name Respondent)

_____ _____
(Printed Name Authorized Signatory] *(Title)*

_____ _____
(Authorized Signature) *(Date)*

Section 4 – Submission of Proposals

4.1 Instructions for Submitting Respondent's Completed Pricing and Delivery Proposal Form

The County uses BidSync to distribute Requests for Proposals and receive proposal submittals. It is preferred that Proposals (Respondent's completed and executed Pricing and Delivery Proposal Form) be submitted electronically through BidSync; however, Respondents can submit a hard copy.

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

If mailed or delivered in person, **only one (1) original fully completed and signed hard copy of Respondent's Pricing and Delivery Proposal Form/Proposal is required**. Proposals are to be delivered in sealed envelope on or before the submittal response deadline, as noted in the Public Announcement and General Information listed in this RFP package, to:

Williamson County Purchasing Department
Attn: RFP# 1610-115 – Williamson County Regional Animal Shelter Expansion
901 South Austin Avenue
Georgetown, Texas 78626

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

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

Williamson County – Request for Proposal (RFP)

SECTION 1 - DEFINITIONS

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

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

Contract – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

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

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

Executive Summary – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

Proposal Documents – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

Proposal – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

Respondent – means a person or entity who submits a Proposal in response to this RFP.

Request for Proposals (RFP) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Respondent– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

SECTION 2 - RESPONSE FORMAT AND SUBMISSION

2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

2.3 TRANSMITTAL LETTER

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

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than t required amount, may at the County's sole discretion, be rejected as non-responsive.

I. 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 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to t representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

2.5 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 Respondents 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 Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, 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 RFP**. Similarly, any personal or business relationship between the Respondent, 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 Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents 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 Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.

2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents 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 Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent 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 fun 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 Respondent 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.

2.7 PROPOSAL SUBMITTAL DEADLINE

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

2.8 ETHICS

The Respondent 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.

2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

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

If mailed or delivered in person, Proposal and Proposal 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 RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

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

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

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

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

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent 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 Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

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

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP 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 Proposals.

3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent 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.

B. If the Respondent 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 Respondent 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 Respondent 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 Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

3.7 PROPOSAL OBLIGATION

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

3.8 COMPLIANCE WITH RFP SPECIFICATIONS

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

3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

3.10 WITHDRAWAL OF PROPOSAL

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

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

3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent 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 Respondent ability to meet these minimum standards listed above.

3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent 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.

3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP 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.

3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

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 should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, 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 RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, 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 RFP and its Addenda (if applicable), and the Respondent Proposal. 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 RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

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 RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

4.3 OWNERSHIP OF PROPOSAL

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

4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent 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 such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

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 Respondents 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 Respondent 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 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 RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

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 Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent 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 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 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 Respondent. 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 Respondent 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's 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 Respondent 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 Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent 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 Respondent.

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 Respondent does not desire proprietary information in the Proposal 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 Respondent, 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 Respondent.

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 RFP or in the Respondent's Proposal 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 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 Respondent 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 Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent 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 Respondent 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 RFP, 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 Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 PROPOSAL PREPARATION COSTS

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

4.14 INDEMNIFICATION

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

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent 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 Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent 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 Respondent in the defense of each matter. The Successful Respondent'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 Respondent 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 Respondent are not an issue in the matter.

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

4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent'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 Respondent's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent 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 Respondent 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 Respondent 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 Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent 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 Respondent is not an employee of the County, and that the Successful Respondent 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 Respondent 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 RFP, 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 RFP, 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 RFP, 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 RFP, 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 Respondent: Address set out in Respondent'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 Respondent 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 Respondent shall furnish the County with certification of compliance with said laws, statues, 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 RFP, 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 t Successful Respondent at the end of its then-current fiscal year.

4.28 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.

4.29 ASSIGNMENT

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

4.30 SAFETY

The Successful Respondent 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.

4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent 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 Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent 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 Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal 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 Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent 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 Respondent and the County.

4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent 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 Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

4.35 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 Respondent, the County shall notify the Successful Respondent 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 Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent 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 Respondent 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

4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent 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.

4.38 CONFIDENTIALITY

Respondent 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.

4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal 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 Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent 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.

4.40 AIR QUALITY

In determining the overall best Proposal, 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 Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. 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. All Respondents are expected to meet all mandated state and federal air quality standards.

4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, 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 RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) 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.

4.42 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. It 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.

4.43 CONFIDENTALITY

The Respondent 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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

5
6

6. Describe any other affiliation or business relationship that might cause conflict of interest:

5
6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

PROPOSAL AFFIDAVIT

This form must be completed, signed, notarized and returned with Proposal package

The undersigned certifies that the RFP and the Respondent's Proposal have been carefully reviewed and are submitted as correct and final. Respondent further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Proposal, and upon the conditions contained in the RFP.

I hereby certify that the foregoing Proposal has not been prepared in collusion with any other Respondent or other person or persons engaged in the same line of business prior to the official opening of this Proposal. Further, I certify that the Respondent 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 Proposal on, or to influence any person or persons to submit a Proposal or not to submit a Proposal thereon."

Name of Respondent:	
Address of Respondent:	
Email:	
Telephone:	
Printed Name of Person Submitting Affidavit:	
Signature of Person Submitting Affidavit:	

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Proposal will in no way have a negative impact on the County's evaluation of the Proposal.

☐	I will offer the quoted prices to all authorized entities during the term of the County's Contract.
☐	I will not offer the quoted prices to all authorized entities.

If no box is checked, the Respondent 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 Respondent*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Respondent*).

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 BIDSYNC ELECTRONICALLY.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
(e) Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official | Title of Certifying Official

Printed Name of Certifying Official | Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20 , on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Question and Answers for Bid #1610-115 - Step 2 of RFQ1610-114 - CMAR for Animal Shelter Expansion Project

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **62.**

Meeting Date: 11/29/2016

Geotechnical Services for Animal Shelter Expansion Project RFQ1602-057-03 with Balcones Geotechnical

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 to approve the contract with Balcones Geotechnical, for geotechnical engineering services for the Animal Shelter Expansion Project under RFQ 1602-057-03.

Background

Under RFQ 1602-057 the Pre-qualified Geotechnical pool for engineering services, an evaluation was completed to determine the most qualified firm to perform the geotechnical services needed for the Animal Shelter Expansion Project. Balcones was determined to be the best firm to complete these services.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Balcones Geotech contract -Animal shelter

Balcones contract part 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:13 AM
Form Started By: Teri Jeffries		Started On: 11/21/2016 11:31 AM
Final Approval Date: 11/22/2016		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Balcones Geotechnical, PLLC ("Engineer")**
ADDRESS: **5926 Balcones Drive, Suite 230, Austin, TX 78731**
PROJECT: **Geotechnical Engineering for the Williamson County Regional Animal Shelter ("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 **Twenty Thousand Dollars ($20,000)** (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.

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[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.

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

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

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

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

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

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

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

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

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

ARTICLE 11
SUSPENSION

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

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

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

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14
CONTRACT AMENDMENTS

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

ARTICLE 15
USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

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

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.
B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

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

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

ARTICLE 21
COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN 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:

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

ARTICLE 32
GENERAL PROVISIONS

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

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

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

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

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

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

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

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

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

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

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

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

P. Termination of Work Authorization. Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

ARTICLE 33
DISPUTE RESOLUTION

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

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

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

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

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

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

BALCONES GEOTECHNICAL PLLC

By _____

Printed Name: John A. Wooley, PE

Title: Principal

Date: Nov 18, 20 16

SUBSCRIBED and sworn to before me the undersigned authority by John Wooley _____ the principal _____ of **ENGINEER**, on behalf of said firm.

JESSIE THERESA RUDOLPH
My Notary ID # 129019408
Expires June 13, 2020

Jessie T Rudolph
Notary Public in and for the
State of Texas

My commission expires: 06/13/2020

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

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

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

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BALCONES GEOTECHNICAL, PLLC
Name of Firm

Signature of Certifying Official

John A. Wooley, PE
Printed Name of Certifying Official

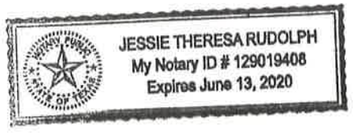
Principal
Title of Certifying Official

Nov 18, 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 John Wooley
_____ the Principal of Balcones Geotechnical, on behalf of said firm.



Jessie T Rudolph
Notary Public in and for the
State of Texas

My commission expires: 06/13/2020

EXHIBIT B

ENGINEERING SERVICES

Proposal for Geotechnical Investigation
Williamson County Regional Animal Shelter
Williamson County, Texas

The project will include a new two-story approximately 20,000 sf building structure, and a kennel infill structure about 5,000 sf in size, with associated parking and driveway areas. The project site parcel is located off of SE Inner Loop within the Williamson County complex. Other site facilities include the Juvenile Justice Center, Emergency Services facility, Georgetown Annex and Children's Advocacy Center.

The geotechnical investigation for the project will include field, laboratory, and engineering phases. The following sections of this proposal include the scope of services in the three study phases, a cost estimate, and an estimated schedule.

Field Investigation

Based on available geologic information and previous work in the area, the project site is underlain by Del Rio clay and Georgetown limestone undivided. Surficial soils likely consist of highly plastic, potentially expansive clay. Groundwater and surface water drainage are also known to be present. Based on our discussions with the project team, Engineer proposes the following drilling scope:

- 3 borings to 40 feet within the proposed building footprint;
- 2 borings to 25 feet within the kennel infill; and
- 4 borings to 10 foot depth within the proposed parking and driveway areas.

Total drilling footage will be about **210 feet**. Engineer will install groundwater piezometers if we encounter significant groundwater and it is deemed important to our investigation.

Laboratory Testing

Laboratory index tests (natural water contents, Atterberg limits, and partial gradation analyses) will be performed to classify soil strata and evaluate plasticity. Unconfined compression and triaxial compression tests will be conducted on selected undisturbed clay or rock specimens to evaluate the compressive and shear strength of the subsurface strata. Swell tests will also be performed on high plasticity soils to develop an understanding of soil swell potential. Soluble sulfate tests will be performed on soils from proposed parking areas.

Engineering Report

Engineering analyses of the results of the field and laboratory data will be made to develop recommendations for design of the building structure, pavements, and the detention pond. If warranted, we can compile a preliminary report with preliminary findings before finalizing our recommendations. Our final report of the investigation will include the following:

1. General subsurface conditions, including boring logs with descriptions of strata, summaries of laboratory test results, and water levels obtained at the time of drilling;
2. Boring location plan;
3. Recommended foundation design type (shallow foundations option on a select fill pad and/or deep foundations) and structural design parameters to be used by the structural engineer in design of foundations;
4. Recommendations for construction of slab on ground foundations including any special procedures that might be required to mitigate foundation heave;
5. Classification and sulfate test results for use by County in performing pavement thickness designs; and
6. Recommendations for site preparation and site work necessary to properly construct the foundations including selection and compaction of select fill material(s).

One digital (PDF) copy of the report will be submitted unless otherwise requested.

Construction Phase Services

As requested, Engineer will provide limited construction phase services by making at least two site visits during installation of foundation elements. The purpose of these site visits will be to assure that the foundation bearing material(s) are in conformance with our final recommendations.

Cost Estimate

Based on the scope of work outlined above, Engineer will conduct this investigation and provide limited construction phase services for a total fee of **$20,000.00**, including a contingency. The breakdown of our fee is presented below:

Field Investigation - Staking and clearing borings, mob and drilling.....	$ 6,150.00
Laboratory Investigation – Classification, Swell and Strength Tests.....	$ 2,900.00
Technical Services - Drafting and Report Preparation.....	$ 1,950.00
Conference Calls and Coordination.....	**$** 1,500.00
Engineering - Analyses, Recommendations and Report.....	**$ 2,950.00**

	Total Report Cost Estimate.....	**$ 15,450.00**
Construction Phase Services		**$ 2,500.00**
	TOTAL ESTIMATED COST	**$ 17,950.00**

The estimated fee is based on the following:

1. Boring locations will be accessible with truck-mounted drilling equipment;
2. An electronic copy of a site plan showing the location of the structure is provided for preparing our Boring Location Plan;
3. The boring locations will be located in the field by our field crew and we will clear utilities prior to drilling by calling in locations to One-Call; and
4. Right of entry and access will be provided by others.

The fee may be exceeded if site conditions are significantly different than anticipated or changes in work are required or requested. However, the maximum fee will not be exceeded without the County's prior authorization, as provided in the Contract. Required additions to the above scope of services would be invoiced in accordance with Engineer's rates schedule set out in this Contract.

Schedule

Weather and site conditions permitting, field operations can start within about one or two weeks after formal authorization to proceed. Borings will take two or three days to complete. Under normal circumstances, laboratory testing and report preparation will take an additional four to six weeks to complete. Engineer will keep County verbally informed of Engineer's findings as they become available.

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

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

EXECUTED this ___ day of _____, 20___.

ENGINEER:

[Insert Company Name HERE]

By:_____
Signature

_____
Printed Name

_____
Title

COUNTY:

Williamson County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

Balcones Geotechnical
5926 Balcones Drive, Suite 230 Austin, Texas 78731 Phone: 512-380-9669
TBPE Firm Registration F-15624

FEE SCHEDULE FOR GEOTECHNICAL FIELD, LABORATORY AND ENGINEERING SERVICES

1.	**Field Investigation**			
1.1.	Mobilization and demobilization, per mobilization			
1.1.1	Drill truck, water truck, pickup, and crew	$	3.75/mile
1.1.2	All-terrain drill rig, pickup, and crew	$	6.00/mile
1.2.	All-terrain vehicle with drill rig (additional charge)	$	600.00/day
1.3.	Drilling and sampling		
1.3.1	Drilling and sampling with 3-inch, thin-walled tube sampler, continuous to 10.0 ft, 5.0-ft intervals thereafter	$	20.00/foot
1.3.2	Continuous drilling and sampling with 3-inch, thin-walled tube sampler or split-spoon sampler for environmental screening	$	32.00/foot
1.4.	Standard penetration tests	$	20.00/each
1.5.	TxDOT cone penetration tests	$	28.00/each
1.6.	Rock coring, NX or similar core barrel		
1.6.1	Drilling in soft rock (Austin Chalk, Eagle Ford Shale, etc.)	$	27.50/foot
1.6.2	Drilling in hard rock or cavitated rock (Edwards, Buda, Glen Rose, Georgetown, and Walnut Formations)	$	29.50/foot
1.7.	Wash or auger borings drilled and logged from cuttings:		
1.7.1	Soil	$	13.00/foot
1.7.2	Rock	$	19.00/foot
1.8.	Casing of boreholes	$	15.00/foot
1.9.	Hourly charges for boring layout, excessive time spent gaining access to boring locations, backfilling boreholes, cleaning up site, installing piezometers, and for other reasons beyond our control	$	185.00/hour
1.10.	Rental of concrete core drilling equipment or equipment to gain site access, or traffic control devices		Cost
1.11.	Materials for piezometers, grouting, etc.		Cost
1.12.	Surveying or other outside contractors		Cost
1.13.	Traffic control		Upon Request
1.14.	Per diem for out-of-town assignments, per person	$	125.00/night
1.15	High-pressure steam cleaner	$	400.00/day
1.16	OVA meter		Upon Request
1.17	Steel drums for drill cuttings (delivered)	$	75.00/each
1.18	Plugging boreholes with bentonite/concrete slurry	$	8.00/foot
1.19	Cone penetrometer testing	$	3,250.00/day
2.	**Laboratory Tests**		
2.1.	Natural water content and soil classification	$	15.00/each

2.2	Plastic and liquid limits	$	85.00/each
2.3.	Free swell test	$	85.00/each
2.4.	Pressure swell test	$	135.00/each
2.5.	Uniaxial pressure-strain test	$	60.00/each
2.6.	Sieve analysis (No. 4, 40, and 200 sieves)	$	65.00/each
2.7.	Percent material passing a single sieve	$	45.00/each
2.8.	Minus No. 200 sieve	$	45.00/each
2.9.	Hydrometer analysis	$	200.00/each
2.10.	Unit dry weight determination and natural water content	$	18.00/each
2.11.	Unconfined compression test, soil	$	65.00/each
2.12.	Unconfined compression test, rock	$	75.00/each
2.13.	Unconsolidated-undrained triaxial compression test	$	95.00/each
2.14.	Standard Proctor (ASTM D-698) compaction test	$	230.00/each
2.15.	Modified Proctor (ASTM D-1557) compaction test	$	230.00/each
2.16.	TxDOT (TEX-113-E) compaction test	$	240.00/each
2.17.	California Bearing Ratio (CBR)	$	275.00/point
2.19.	Consolidation test, 7-load increments	$	750.00/each
	Additional load increments	$	100.00/each
2.19.	Permeability of silt or clay	$	250.00/each
2.20.	Specific gravity	$	50.00/each
2.21.	Volumetric shrinkage	$	75.00/each
2.22	Chemical and analytical testing by outside laboratory		Cost

3. **Engineering and Technical Personnel**

3.1.	Senior Consultant/Project Principal	$	225.00/hour
3.2.	Senior Project Manager	$	180.00/hour
3.3.	Project Manager	$	170.00/hour
3.4	Project Engineer	$	135.00/hour
3.5	Project Geologist	$	95.00/hour
3.6	Laboratory Manager	$	95.00/hour
3.7.	Graduate Engineer	$	85.00/hour
3.8.	Senior Engineering Technician	$	75.00/hour
3.9.	Technician and Draftsperson	$	70.00/hour
3.10.	Word Processor	$	50.00/hour

4. **Report Reproduction and Miscellaneous**

4.1.	Outside services, printing, reproduction, etc.		Cost
4.2.	Outside technical assistance		Cost
4.3.	Transportation	$	IRS Rate

Rates for other tests and services quoted on request.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Commissioners Court - Regular Session **63.**

Meeting Date: 11/29/2016

Sheriff Office FY17 Vehicles 2

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve co-op purchases (BuyBoard Contract #430-13) between Williamson County, Texas and Caldwell Country for (1) 2016 Chevy Silverado SSV to support operations of the Williamson County Sheriff's Office.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Silverado Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:12 AM
Form Started By: Thomas Skiles		Started On: 11/22/2016 10:03 AM
Final Approval Date: 11/22/2016		

110660

QUOTE# 00AA

CONTRACT PRICING WORKSHEET

End User: WILLIAMSON COUNTY SHERIFF	Contractor: CALDWELL COUNTRY
Contact Name: TONY CARTER	CALDWELL COUNTRY
Email: TCARTER@WILCO.ORG	Prepared By: Averyt Knapp
Phone #:	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: GEORGETOWN	Fax #: 979-567-0853
Date Prepared: NOVEMBER 21, 2016	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #430-13	Tax ID # 14-1856872

Product Description: 2016 CHEVROLET 1500 SILVERADO 4X2 CREW CAB CC15543

A Base Price & Options:	$27,929

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-SSV, 5.3L-V8, 6-SPD AUTOMATIC, 3.42 LOCKING REAR AXLE DIFFERNETIAL, 40-20-40 CLOTH SEAT, KEYLESS ENTRY, POWER MIRRORS, POWER WINDOWS, POWER LOCKS, TILT, CRUISE, AMFM-STEREO W/MY LINK BLUETOOTH, ELECTRIC REAR DEFOGGER, FRONT TOW HOOKS, REAR VISION CAMERA, OEM TRAILER TOW PACKAGE, REAR STEP BUMPER	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D	INCL

Commissioners Court - Regular Session **64.**

Meeting Date: 11/29/2016

Economic Development

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:12 AM
Form Started By: Charlie Crossfield		Started On: 11/22/2016 09:16 AM
Final Approval Date: 11/22/2016		

Commissioners Court - Regular Session **65.**

Meeting Date: 11/29/2016

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.

u) Discuss the acquisition of real property for CR 258.

v) Discuss the acquisition of real property for Lakeline Blvd.

x) Discuss the acquisition of real property for US 183.

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

e) Discuss proposed Correction Easement to PEC for Champion Park.

f) Discuss Roadway Construction & Phasing Agreement with Larkspur Community Development

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Rebecca Clemons	11/22/2016 11:13 AM
Form Started By: Charlie Crossfield		Started On: 11/22/2016 09:13 AM
Final Approval Date: 11/22/2016		